

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE DEARBORN HEIGHTS SUPERVISORS ASSOCIATION**

**AND**

**THE CITY OF DEARBORN HEIGHTS**

**JULY 1, 2008 TO JUNE 30, 2012**



<b>AGREEMENT</b> .....	7
<b>Purpose and Intent</b> .....	7
<b>ARTICLE 2</b> .....	7
<b>Recognition-Agency Shop</b> .....	7
<b>ARTICLE 3</b> .....	8
<b>Dues Deduction</b> .....	8
Section 1.....	8
Section 2.....	8
Section 3.....	9
Section 4.....	9
Section 5.....	9
Section 6.....	9
Section 7.....	9
Section 8.....	10
<b>ARTICLE 4</b> .....	10
<b>Representation</b> .....	10
Section 1.....	10
Section 2.....	11
Section 3.....	11
Section 4.....	11
Section 5.....	11
<b>ARTICLE 5</b> .....	12
<b>Grievance Procedure</b> .....	12
Section 1 Purpose.....	12
Section 2 Definitions.....	12
Section 4.....	13
Section 5.....	14
Section 6.....	14
A. Step 1.....	14
B. Step 2.....	14
C. Step 3.....	14
D. Step 4.....	15
E. Step 5.....	15
Section 7.....	16
Section 8.....	16
<b>ARTICLE 6</b> .....	16
<b>Discipline and Discharge</b> .....	16
Section 1.....	16
Section 2.....	16
Section 3.....	17
Section 4.....	17
Section 5.....	17
Section 6 Gratuity Solicitation.....	18

Section 7	NO FAULT ABSENCE POLICY .....	18
ARTICLE 7	.....	21
Seniority	.....	21
Section 1	.....	21
Section 2	.....	21
Section 3	.....	21
Section 4	.....	22
Section 5	.....	22
Section 6	.....	22
ARTICLE 8	.....	23
Miscellaneous	.....	23
Section 1	.....	23
Section 2	.....	23
Section 3	.....	23
Section 4	.....	23
Section 5	.....	24
Section 6	.....	24
Section 7	.....	24
Section 8	.....	24
ARTICLE 9	.....	24
Working Hours and Overtime	.....	24
Section 1	.....	24
Section 2	.....	25
Section 3	.....	25
Section 4	.....	25
Section 5	.....	26
ARTICLE 10	.....	26
Management Rights	.....	26
Section 1	.....	26
ARTICLE 11	.....	28
Sick Leave	.....	28
Section 1	.....	28
Section 2	.....	29
Section 3	.....	29
Section 4	.....	29
Section 5	.....	30
Section 6	.....	30
Section 7	Sick Leave Cap .....	30
ARTICLE 12	.....	32
Leaves of Absence	.....	32
Section 1	.....	32
Section 2	.....	32
Section 3	.....	33
Section 4	.....	33
Section 5	.....	33

Section 6 .....	33
Section 7 <b>Funeral Leave</b> .....	34
<b>ARTICLE 13</b> .....	35
<b>Holidays</b> .....	35
Section 1 .....	35
Section 2 .....	35
Section 3 .....	35
Section 4 .....	36
Section 5 .....	36
<b>ARTICLE 14</b> .....	36
<b>Vacations</b> .....	36
Section 1 .....	36
Section 2 .....	38
Section 3 .....	38
Section 4 .....	38
Section 5 .....	38
<b>ARTICLE 15</b> .....	39
<b>Insurance</b> .....	39
Section 1 <b>Life Insurance</b> .....	39
Section 2 <b>Hospitalization</b> .....	39
Section 3 .....	43
Section 4 .....	44
Section 5 <b>Accident and Sick Benefits</b> .....	45
Section 6 .....	46
Section 7 .....	46
Section 8 .....	46
Section 9 .....	47
Section 10.....	47
Section 11.....	48
Section 12.....	48
Section 13.....	48
<b>ARTICLE 16</b> .....	48
<b>Longevity</b> .....	48
Section 1 .....	48
Section 2 .....	50
Section 3 .....	50
Section 4 .....	51
<b>ARTICLE 17</b> .....	51
<b>Wages and Pension</b> .....	51
Section 1 <b>Wages</b> .....	51
Section 2 <b>Pension</b> .....	51
Section 3 <b>Surviving Spouse's Benefit</b> .....	53
Section 4 .....	54
Section 5 .....	54
<b>HOLD POSITION</b> .....	54

**Section 6** ..... 54  
 For persons hired by the CITY on or before June 1, 1984, there shall be created a contractually recurring Monetary Fringe Benefit (MFB) payment of one and three quarters percent (1¾%) lump sum payment to be paid annually and the amount shall be considered as part of annual compensation only for purposes of pension and for no other purpose. The MFB shall be payable on or before June 1st annually calculated through June 30th for persons on the payroll as of June 1st. The MFB will be pro-rated if the person dies during, or retires from the CITY. The MFB will not be paid if a person quits or is discharged from CITY employment. The one and three quarters percent (1¾%) lump sum benefit shall be calculated on the average annual straight timed salary of employees hired on or before July 1, 1984 as that salary existed on the June 30th immediately preceding the calculation date provided for in this subsection.54

**ARTICLE 18** ..... 55  
**Promotions and Transfers** ..... 55  
     **Section 1 Promotions** ..... 55  
     **Section 2 Transfers** ..... 55  
     **Section 3 New Promotions Into Bargaining Unit** ..... 56

**ARTICLE 19** ..... 56  
**Savings Clause** ..... 56

**ARTICLE 20** ..... 56  
**Retroactivity** ..... 56

**ARTICLE 21** ..... 56  
**Residency** ..... 56

**ARTICLE 22** ..... 56  
**No Strike – No Lockout** ..... 57  
     **Section 1** ..... 57  
     **Section 2** ..... 57

**ARTICLE 23** ..... 57  
**Duration** ..... 57

**ATTACHMENT “A”** ..... 59  
**Tuition Reimbursement** ..... 59

**ATTACHMENT “B”** ..... 61  
**Designation of Beneficiary** ..... 61

**AGREEMENT**

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

**ARTICLE 1**

**Purpose and Intent**

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

The parties recognize that the interest of the community and the job security of the employees depend upon the EMPLOYER'S success in establishing and the ASSOCIATION'S success in rendering proper services to the public. To these ends, the CITY and the ASSOCIATION encourage to the fullest degree friendly and cooperative relations between the respective representatives.

**ARTICLE 2**

**Recognition-Agency Shop**

The CITY does hereby recognize the ASSOCIATION as the sole and exclusive bargaining representative of all members of the ASSOCIATION, for the purpose of collective bargaining with respect to wages, hours of employment and all other conditions of employment, during the term of this Agreement. Employees who do not wish to join the ASSOCIATION need not do so providing he or she complies with Article 3.

Included in the bargaining unit are the following classifications:

Superintendent	Department of Public Services
Supervisor	Highway
Superintendent	Water Department
Supervisor	Water Department
Superintendent	Building and Maintenance
Supervisor	Building and Maintenance
Superintendent	Transportation

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

Whenever a masculine pronoun shall be used in this agreement, it shall mean to include both the male and female gender.

### **ARTICLE 3**

#### **Dues Deduction**

##### **Section 1**

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

##### **Section 2**

The CITY will deduct from the pay of the employees in any month, only the ASSOCIATION membership dues becoming due and payable in the month. Any duplication of payment will be the liability of the employee and the ASSOCIATION.



Said membership dues and assessments shall be forwarded to the ASSOCIATION within seven (7) days from the day the affected paychecks are issued.

**Section 3**

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

**Section 4**

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

**Section 5**

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

**Section 6**

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

**Section 7**

The CITY shall not be liable for the remittance of payments of any sums other than those constituting actual deductions made; and if for any reason the CITY fails to make a deduction for an employee as above provided, it shall make that deduction

from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the ASSOCIATION.

**Section 8**

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

- A. Dearborn Heights Human Services Agency, a service of Garden CITY  
Osteopathic Hospital
- B. Dearborn Heights Salvation Army
- C. Dearborn Heights Goodfellows

**ARTICLE 4**

**Representation**

**Section 1**

Officers and other representatives of the ASSOCIATION shall be afforded reasonable time during the regular working hours without loss of pay to fulfill his or her ASSOCIATION responsibilities, including negotiations with the CITY, processing of grievances, and administration and enforcement of the agreement. The ASSOCIATION shall notify the CITY of the names and titles of its representatives

within one week after his or her appointment. No representative will be permitted to act as such until the CITY is advised that the person has become a representative. The CITY shall not place any officer or ASSOCIATION representative so that he or she is not reasonably accessible to the members of the ASSOCIATION he or she represent.

**Section 2**

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

**Section 3**

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

**Section 4**

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

**Section 5**

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

**ARTICLE 5**

**Grievance Procedure**

**Section 1 Purpose**

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any ASSOCIATION member with a grievance to discuss the matter informally with any appropriate member of the administration.

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

**Section 2 Definitions**

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

- A. The term "employee" includes any individual or group who is a member of the bargaining unit covered by the contract.
- B. Any reference to working days shall be applicable to the work schedule of the aggrieved.
- C. Any reference in this Article to "days" shall mean "working days".

**Section 3**

Time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties as indicated herein:

- A. In the event that the ASSOCIATION fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be settled on the basis of the CITY'S last answer.
- B. In the event that the CITY shall fail to supply the ASSOCIATION with its answer to the particular step within the specified time limits, the grievance shall automatically be advanced to the Arbitration step of the grievance procedure and submitted to arbitration at the option of the ASSOCIATION.
- C. In the event that NEITHER party fails to timely respond to a particular step of the grievance process, the parties may agree to extend the time lines upon mutual consent.

**Section 4**

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

**Section 5**

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

**Section 6**

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

- A. Step 1: If an employee under this Agreement is aggrieved, that employee should request from the employee's Department Director that the ASSOCIATION President and Vice President, or his or her designees, be notified and he or she shall take the matter up with the Director for adjustment within three (3) days of the occurrence of the grievance.
- B. Step 2: If the ASSOCIATION President and/or Vice President, or his or her designees, are dissatisfied with the results of the meeting with the Director, he or she shall reduce the grievance to writing and submit it to the Director of the Department, or a representative, within two (2) days after the meeting with the Director. The Director shall then set up a meeting to discuss the grievance within three (3) working days after receipt of the written grievance and shall give the ASSOCIATION President and/or Vice President, or his or her designees, a written answer within three (3) working days after the meeting.
- C. Step 3: If the ASSOCIATION President and/or Vice President or his or her designees is dissatisfied with the Director of the Department's answer that person may appeal the grievance to the Mayor or his representative, who

shall set up a meeting within ten (10) working days after receipt of the appeal to hear the grievance. The Mayor or designated representative shall give a written answer to the grievance within ten (10) working days after the Step 3 meeting. At the hearing before the Mayor, or designated representative, the aggrieved party may be present. The ASSOCIATION shall supply the names of all known witnesses in advance so that the Mayor, or designated representative, may question them concerning the grievance. If the ASSOCIATION fails to supply the names of any known witnesses, such witnesses may not be allowed to testify at the Arbitration hearing.

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

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

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

**Section 7**

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

**Section 8**

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

**ARTICLE 6**

**Discipline and Discharge**

**Section 1**

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

**Section 2**

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



**Section 3**

Should the discharged or disciplined employee and/or the ASSOCIATION President and Vice President, or his or her designees, consider the discharge to be improper, a grievance shall be presented in writing through the ASSOCIATION President and Vice President, or his or her designees, to the CITY within three (3) CITY Hall business days regularly scheduled working days of the discharge or discipline. The CITY will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the grievance. If the decision is not satisfactory to the interested employee or that employee's representatives, the matter shall be referred to Step 3 of the procedure.

**Section 4**

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

**Section 5**

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

**Section 6      Gratuity Solicitation**

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

**Section 7      NO FAULT ABSENCE POLICY**

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

- A.      Written proof of hospitalization or emergency illness.
- B.      Order to appear in District, Circuit or Federal Court.
- C.      Outpatient surgery or hospital-administered, freestanding outpatient surgical center.
- D.      On-the-job injury.

If employees meet these criteria, no “incident” shall be charged to them, nor shall this day be charged against the employee’s twelve (12) allowed sick days per year. If the employee supplies the CITY with prior documentation of one (1) of the above four (4) reasons at least ten (10) days in advance. The only exceptions to this rule are emergency situations and contractually approved absences such as bereavement leave, Article 12, Section 7, sick days used as part of bereavement leave, personal days and disciplinary suspensions. Employees who fail to comply with the above requirements will be charged with an “incident”.

When an employee reaches his or her eleventh (11th) allowed sick day, the employee will receive a conference with the CITY to allow the CITY to remind the employee of this policy and its disciplinary implications.

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

One (1) day	One (1) incident
-------------	------------------

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

One (1) incident	One (1) day suspension and CITY conference
------------------	--

Two (2) incidents	Three (3) day suspension
-------------------	--------------------------

Three (3) incidents	Ten (10) day suspension
---------------------	-------------------------

Four (4) incidents	Discharge or additional discipline
--------------------	------------------------------------

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

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

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

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

Three (3) tardies	Verbal warning
Five (5) tardies	Written warning
Eight (8) tardies	One (1) day suspension
Ten (10) tardies	Five (5) day suspension
Twelve (12) tardies	Ten (10) day suspension
Over Twelve (12) tardies	Discharge

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

In addition, the ASSOCIATION has agreed that if any future changes are made to the “no fault” absence policy negotiated with AFSCME, he or she would automatically be included in the ASSOCIATION’S contract. This would be handled through a Letter of Understanding between the ASSOCIATION and the CITY.

## ARTICLE 7

### Seniority

#### Section 1

- A. Seniority shall be determined and operated upon a CITY-wide basis.
- B. Commencing January 1, 1987, seniority for all new supervisors shall be determined by date of entry into the bargaining unit covered by this Agreement, that is to say, that the last person to enter the unit shall have the least amount of seniority, and the person that has been in the bargaining unit the longest will have the most seniority.
- C. A new supervisory employee shall be regarded as probationary and shall not have seniority until after six (6) months continuous employment in that position.

#### Section 2

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

#### Section 3

If a supervisory employee or other employee of the CITY promoted to such a position excluded from Local 290 AFSCME is laid off or demoted from such supervisory or other excluded position, that employee has the right to revert to that

employee's last position prior to the discharge or layoff and without loss of seniority in accordance with the then current Local 290 AFSCME Agreement.

#### **Section 4**

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

- A. If the employee quits.
- B. If the employee is discharged for just cause and the discharge is not reversed through grievance procedure.
- C. If a settlement with the employee has been made for total disability.
- D. If the employee is laid off and thereafter continually laid off from the CITY for a period equal to the length of that employee's seniority under the contract at the time of the layoff, except when an employee has less than one (1) year's seniority, that employee will be retained on the callback list for one (1) year.
- E. If the employee fails to report for work within five (5) days after notice to report has been sent to that employee's last known address by certified mail according to the CITY records.

#### **Section 5**

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

#### **Section 6**

Any employee who has been incapacitated at that employee's regular work, injury, or compensable disease while employed by the CITY may be employed in other work

in the CITY which that employee can do without regard to any seniority provisions of this Agreement.

## ARTICLE 8

### Miscellaneous

#### Section 1

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

#### Section 2

In emergency cases, due to sickness of employees or other unexpected absences, the CITY shall have the right to assign supervisors to work outside of classification, however, the supervisor shall receive either his or her pay or the pay of the assigned position, whichever is greater, for hours worked.

#### Section 3

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

#### Section 4

Each member of the ASSOCIATION will be required to wear CITY designated uniforms while on duty or face disciplinary action as determined

by the CITY. Each member will also be paid a uniform allowance of four hundred fifty (\$450) to be paid on or before June 30, 2010 and each year thereafter. It will be the member's responsibility to replace any article of his or her uniform.

**Section 5**

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

**Section 6**

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

**Section 7**

The CITY shall be permitted to establish any accommodation required by the Americans with Disabilities Act (ADA), and the CITY'S family and medical leave policy, no provision of this Agreement not withstanding.

**Section 8**

Employees who are trained by the CITY for any particular purpose or job-related skill will perform that purpose or skill as directed by Management.

**ARTICLE 9**

**Working Hours and Overtime**

**Section 1**

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



hours; provided the CITY shall have the option to establish and re-establish a Tuesday through Saturday work week wherein overtime would be paid on the sixth (6th) and seventh (7th) consecutive day worked basis.

**Section 2**

The CITY may schedule overtime work in accordance with the following:

- A. All work performed in excess of the normal work day as defined above shall be paid at the rate of one and one-half (1 ½) times the normal rate up to sixteen (16) hours of continuous work and two (2) times the normal rate thereafter.
- B. All work performed on a Saturday shall be paid at the rate of one and one-half (1 ½) times the normal rate, and all work performed on a Sunday shall be paid at the rate of two (2) times the normal rate.
- C. All work performed on holidays shall be paid two (2) times normal rate plus holiday pay. After eight (8) hours, the rate of pay on holidays shall be three (3) times the normal rate of pay.

**Section 3**

Any supervisor called in for emergency work will be paid for four (4) hours minimum call-in-pay, in a twenty-four (24) hour period, the twenty-four (24) hour period to begin and end at midnight. If there are additional call-ins in that twenty-four (24) hour period, then the supervisor will be paid for the time the employee is out.

**Section 4**

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

**Section 5**

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

**Section 6**

Each member will be paid an on-call bonus of five hundred dollars fifty dollars (\$550) on June 30, 2010 and each year thereafter.

**ARTICLE 10**

**Management Rights**

**Section 1**

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

- A. The authority to determine the items to be produced and establish schedules for production are solely and exclusively the responsibility and the right of the CITY. The authority to direct, adjust, increase and decrease the working force, to remove employees and maintain discipline shall be vested solely and exclusively in the management.
- B. No supervisor shall work, except to instruct employees.
- C. The ASSOCIATION recognizes that exclusive right of the CITY to establish, so long as he or she do not conflict with this Agreement, the Rules and Regulations of the Dearborn Heights Civil Service, CITY, State and

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

- D. The CITY has the right to schedule overtime work as required, the ASSOCIATION recognizing the many emergency situations that can arise. The CITY has the responsibility in these duty assignments to provide equal compensation for equal work. In cases where an employee considers that these principles are not being observed, he may seek redress through the grievance procedure.
- E. It is understood by the parties that every incidental duty connected with the assignments cannot always be specifically defined.
- F. The following authority is conferred on CITY Officials:
  - 1. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, CITY Charter and Ordinances, recommending an annual budget of appropriations, and the efficient performance of all executive departments among other executive responsibilities defined by the Charter.
  - 2. The Charter responsibility of the CITY Council as legislative body for the enactment of ordinances, the appropriation of money and the determination of the CITY'S budget, among other legislative responsibilities defined by the Charter.

3. The Charter responsibility of the CITY Council in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan and retirement plan.
4. The Charter responsibilities of the CITY in determining the functions and responsibilities and organization of the respective departments or divisions.
5. The responsibilities to administer pay and fringe benefits plans, to provide the necessary surveys, research rules, regulations, resolutions and ordinances for this purpose, subject to the authority of the departments and the CITY Council.
6. The responsibility for administering Charter and Ordinances provisions relating to the Retirement Plan and the Insurance and Disability Plan.

## ARTICLE 11

### Sick Leave

#### Section 1

Seniority supervisors shall be credited with one (1) day sick leave per month. (The definition of a month is sixteen (16) days of work or vacation.) Seniority employees (hired prior to July 1, 1992), may accumulate up to one hundred fifty (150) unused sick leave days. Persons hired on or after July 1, 1992, may accumulate up to one hundred ten (110) unused sick leave days. Persons in the ASSOCIATION on or after July 1, 2010 may accumulate up to one hundred fifty (150) unused sick leave days. November 30th of each year shall be considered the year end. Credit for such sick leave will be compiled November 30th of each year and will be paid in the

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

- A. Thirty-three and one third percent ( $33\frac{1}{3}\%$ ) upon termination and in two (2) additional annual installments on the anniversary of such termination.
- B. The CITY will pay six percent (6%) interest on a declining balance method on sums retained.
- C. Subject to sub-paragraph (a), the CITY shall pay in full within sixty (60) days following employment termination amounts of seventy-five hundred dollars (\$7,500.00) or less without interest penalty.

## **Section 2**

Effective June 30, 2010, employees shall have four (4) personal days per year not to be accumulated or charged to his or her sick leave days. These days shall be taken between July 1st and June 30th of each year.

## **Section 3**

Any employee injured on the job shall be paid for a full day's work on the date injured, if determined by the emergency or CITY physician attending to the employee, on the date of the injury that the employee should not return to work that day.

## **Section 4**

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

**Section 5**

All CITY supervisors who are injured or become ill in the line of duty as defined by the Workers' Compensation Law shall be carried on the CITY payroll at no loss of take home pay for his or her classification for a period of one (1) year. The supervisor shall continue to earn sick leave, vacation leave, longevity pay, hospitalization, life insurance, and seniority rights. All Workers' Compensation will be turned over to the CITY so long as the employee is carried on payroll. As a condition of receipt of this supplement, the affected employee must apply for disability retirement benefits from all available sources for illness or injury for which a return date cannot be provided within thirty (30) days of first (1st) absence or which will extend beyond six (6) months. The CITY will provide notice to the employees of the requirements of this Section.

**Section 6**

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

**Section 7**     **Sick Leave Cap**

Effective July 1, 1992 and thereafter:

**A.**

- a. As of December 31st of each calendar year, an employee that has reached one hundred fifty (150) sick days (or contractual maximum for that employee) as of January 1st of that calendar year will be paid

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

- b.** In the event that a maximum accumulation of an employee's sick bank is reduced for that employee, such employee would receive fifty percent (50%) of revised maximum. For example: *If an employee's sick accumulation maximum is one hundred ten (110) days then the one hundred ten (110) days would be substituted for the one hundred fifty (150) days in subsection (a) above.*
- B.** The CITY shall be permitted to offer to purchase banked sick days from time to time provided that the sale of said sick days is at the employee's option and the offer at the CITY'S discretion; the number of sick days purchased reduces that employee's then current maximum by the number purchased by the CITY. Employees will not be allowed to reduce his or her bank below seventy-five (75) days using the buy-out program. For example: *An employee has one hundred forty (140) days as that employee's then current maximum having previously sold ten (10) days to the CITY. The CITY now offers to buy five (5) more days and the new employee agrees to sell five (5) days. The employee's new maximum accumulation under this collective bargaining agreement would be one hundred thirty five (135). Payment will be at the employee's rate of pay as of the date of the CITY'S offer to purchase.*

**ARTICLE 12**

**Leaves of Absence**

**Section 1**

Written leaves of absence for specified purposes and periods of time may be granted to supervisors without loss of seniority, so long as leave is no more than six (6) months. Employees taking a leave will pay health care premiums to the CITY for all the time the employee is on leave beyond twelve (12) weeks except in cases of injury or disability under Sections 2, 4 or 5. An employee taking leave under this Section may “terminate” the leave and return to work with a seven (7) day notice of intent to return to work; this seven (7) day notice shall be extended for an additional day for each increment of thirty (30) days that the employee was on leave.

**Section 2**

Leaves shall be granted for a period of up to six (6) months to supervisors who are physically disabled from performing his or her duties, upon showing a proper medical analysis, setting forth the nature of the medical condition (not a conclusive statement) and the anticipated prognosis, including the ability and the anticipated time when the employee will be able to return to work.

The CITY shall have the right to require a physical examination each week during the disability if it desires. The CITY, at its option, may waive this requirement if requested by the employee upon showing of good cause.



**Section 3**

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

Application and documentation for verified emergency reasons must be submitted as soon as practicable following the event identified as the emergency but in no event later than the first (1st) day of absence. Application and documentation must be submitted directly to the office of the Mayor and will be responded to the first (1st) work day following the work day of receipt.

**Section 4**

Any employee on military leave for service in the armed services of the United States shall be reinstated in accordance with the requirements of the Selective Service and Training Act of 1940, as amended.

**Section 5**

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

**Section 6**

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

**Section 7**      **Funeral Leave**

All e employees shall be entitled to five (5) work days with pay for funeral purposes to make preparation for and attend the burial and funeral of an immediate member of the family within three hundred (300) miles of the CITY of Dearborn Heights. Immediate members of the family for this purpose shall be deemed a spouse, children, parents, parents-in-law, grandparents, brothers and sisters, and brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law and grandchildren. The employee shall also be entitled to three (3) work days with pay for the funeral of grandparents-in-law if within three hundred (300) miles of the CITY of Dearborn Heights; one (1) additional work day with pay for travel will be given for funerals over three hundred (300) miles. A photocopy or copy of a certified death certificate, or a document signed by a licensed funeral home director on funeral home letterhead stating the date of the funeral service and the employee in attendance is required for any funeral leave under this section to be subsequently approved. Any additional necessary funeral time shall be charged against accumulated sick leave time. The additional time is subject to the approval of the department head and the department head's refusal to grant the extension is subject to the grievance procedure of this contract. Sick time used for the bereavement of aunts and uncles will not be charged as a sick day incident.

**ARTICLE 13**

**Holidays**

**Section 1**

Employees will have the following holidays off with pay:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day Before Christmas
Fourth of July	Christmas Day
Labor Day	Day Before New Year's Day
Veteran's Day	Employee's Birthday
Martin Luther King Day	

**Section 2**

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

**Section 3**

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

**Section 4**

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

**Section 5**

An employee must work on the regularly scheduled day before and after a holiday to qualify for holiday pay unless the employee is on previously scheduled and approved vacation, funeral leave or personal day. Holiday pay will not be charges to sick time, vacation or personal days.

**ARTICLE 14**

**Vacations**

**Section 1**

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

Length of Service As of January 1st	Vacation Allowance Per Year
After one (1) year	Ten (10) working days
After five (5) years	Fifteen (15) working days
After ten (10) years	Twenty (20) working days
After fourteen (14) years	One (1) additional day for each year of service after fourteen (14) years.

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

- B. Effective January 1, 2010 and each year thereafter, employees hired into CITY employment on or after July 1, 1985 will receive paid vacation time off on the following basis, with length of service determined from year of hire.

Length of Service As of January 1st	Vacation Allowance Per Year
After one (1) year	Five (5) working days
After three (3) years	Ten (10) working days
After five (5) years	Ten (10) working days
After ten (10) years	Fifteen (15) working days
After fifteen (15) years	Twenty (20) working days
After sixteen (16) years	One (1) additional day for each year of service after sixteen (16) years capped at thirty two (32) days.

Any member of the ASSOCIATION will receive vacation benefits from the better of the Dearborn Heights AFSCME Bargaining Unit Agreement then in effect or the ASSOCIATION's Agreement.

**Section 2**

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

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

**Section 3**

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

**Section 4**

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

**Section 5**

- A. If an employee's services are terminated for any reason before receiving vacation pay due, employees shall be paid a lump sum in lieu of vacation computed at employee's basic rate in effect on the day that the employee's services are terminated as follows:
1. Thirty three and one third percent (33 1/3%) upon termination and in two (2) additional annual installments on the anniversary of such termination.
  2. The CITY will pay six percent (6%) interest on a declining balance method on sums retained.

3. Subject to sub-paragraph (a), the CITY shall pay in full within sixty (60) days following employment termination amounts of seventy five hundred dollars (\$7,500.00) or less without interest penalty.
- B.** If a disagreement occurs over vacation, seniority, by classification, will be the determining factor, however, management retains the right to keep sufficient employees on the job to operate with.

## ARTICLE 15

### Insurance

#### Section 1      Life Insurance

The CITY shall continue to pay the full cost of life insurance, in the amount of fifty thousand dollars (\$50,000.00) with an additional fifty thousand dollars (\$50,000.00) accidental life benefit. (Accidental life benefit shall include on the job or off the job accidents).

#### Section 2      Hospitalization

- A. Medical/Hospitalization Insurance: The City will offer employees a choice of a PPO and HMO insurance policy. To this extent, the City will offer:
1. Blue Cross Blue Shield Community Blue Plan 2 (PPO) which includes the following.
    - a. \$500-per person per calendar year of wellness and preventative service
    - b. \$100/\$200 annual deductible
    - c. \$20 fixed office co-payments for office visits

- d. \$50 fixed emergency room co-payments (which is waived if admitted)
  - e. \$20 fixed urgent care co-payments
  - f. \$500/\$1,000 out of pocket coinsurance maximums
2. Health Alliance Plan (HAP) (HMO) – which includes the following.
- a. \$100/\$200 annual deductible
  - b. \$10 fixed office co-payments for office visits
  - c. \$50 fixed emergency room co-payments (which is waived if admitted)
  - d. \$20 fixed urgent care co-payments
- B. Prescription Drug Insurance: Prescription drug co-payments will be \$10 for generic drugs and \$40 for brand name (non-generic) drugs.
- 1. Prescriptions will be subject to Blue Cross Blue Shield’s standard prior authorization, step therapy, and mandatory generic programs.
  - 2. If a prescription is written by the employee’s doctor for a 90-day supply, employees will be responsible for two co-payments for the month supply.
- C. Healthcare Cost Containment : Effective on or before February 1, 2011 and each February thereafter, employees will pay twelve percent (12%) of the



premium for medical and prescription drug insurance. The premium will differ slightly between plans, and it will also vary depending whether employees have a single, two-person, or family contract. The City will provide an annual update for posting on appropriate bulletin boards summarizing the health care premium increases experienced by the City applicable to the next cost sharing year for each city-sponsored plan and will identify cost sharing obligations required for an employee. Employees will not contribute more than the following percentage of his or her base pay. Effective on or about February 1, 2011 and each February thereafter, at the employee's option a member shall be allowed to also use accrued vacation time, personal time, compensatory time and/or sick time (if the member's sick time bank is over 150 not to bring the total sick time bank below 150) to pay for any health insurance co-pay as provided this cost is paid for in full. Eligible employees may also elect to use his or her MFB to pay for this contribution, or may request a periodic payroll deduction in order to pay for the contribution. (no partial payments)

Single Person Plan	2% cap of his or her base wage
Two Person Plan	3% cap of his or her base wage
Family Plan	4% cap of his or her base wage

- D. Opt-Out Stipend: In the event a permanent full-time employee elects to waive coverage under the City's healthcare plan, they shall be compensated at two thousand dollars (\$2,000) per contract year if the alternative plan is not with the City. In the case of married City employees, whereby both are eligible to receive benefits, the employee who opts out of the insurance will

receive one thousand dollars (\$1,000). City will continue to provide employees who opt-out of the medical and prescription drug insurance with dental and vision coverage.

E. Retiree Healthcare: Employees who retire under this contract shall receive the healthcare benefits of current active employees as negotiated on an ongoing basis until the retiree or his/her spouse (or dependents) becomes eligible for Medicare benefits.

1. Upon becoming eligible for Medicare benefits, benefits for any retiree or person covered through or because of such retiree will continue to be subject to coordination of benefits.

a. It is understood that eligibility for Medicare shall be first eligibility under then current federal law and the City agrees that upon request it will assist employees or City retirees in applying for Medicare benefits.

b. If such retiree or other person fails to enroll for Medicare, benefits will be paid as though such retiree or other person had enrolled.

2. At the City's option, retirees who are eligible for Medicare may be enrolled into a Medicare Advantage program or another Medicare complimentary policy. Retirees are responsible for any premiums related to Medicare (including Part B) or any other government sponsored health program affecting retirees.

3. A retiree's coverage shall not be changed to include any other person being covered under the healthcare plan after that retiree's retirement.
  4. The City will only pay fifty percent (50%) of a healthcare benefit if a person retires with five (5) or more but less than fifteen (15) years of service.
  5. Upon retirement, cost sharing contribution will be one percent (1.0%) of the retiree's pension benefit until he or she is medicare eligible. Upon reaching medicare eligibility, the retiree's cost-sharing contribution shall cease.
- F. Whenever more than one family member is employed by the CITY, there shall be no duplicate health benefits coverage.

**Section 3**

- A. Dental Insurance: The City will maintain a dental plan providing the following benefit level.
1. Class I (preventative) – 100% (\$2,000 annual maximum on Class I, II, and III)
  2. Class II (restorative) – 75% (\$2,000 annual maximum on Class I, II, and III)
  3. Class III (major) – 75% (\$2,000 annual maximum on Class I, II, and III)

4. Class IV (orthodontics) – 75% (\$3,500 lifetime maximum)

Retired persons receiving dental benefits as of July 31, 1988 will continue to receive dental benefits in accordance with his or her prior program.

- B.** Vision Insurance: The City will maintain a vision insurance plan that is or equivalent to Blue Vision (12/12/12) – VSP. This benefit level includes: one eye exam per year, one pair of contact lenses per year, and one pair of glasses per year.

#### **Section 4**

- A.** In the event that death results to an employee in the course of that employee's employment or an employee becomes totally incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes out of and in the course of that employee's employment with the CITY as defined by the State of Michigan Workers Compensation Laws, and retired by the Board, the employee's surviving dependent shall have the coverage as set forth in Section 2 above. Each child ceases to be covered when he or she reach eighteen (18) years of age except as provided for by state or federal law. The employee's spouse ceases to be covered when he or she expire or become remarried.
- B.** Effective November 1, 1994, the surviving spouse of a non-duty disability retirement employee shall not receive retiree health insurance benefits as set forth in Section 2 above, unless the retired employee had completed a minimum of twenty-five (25) years of actual service to the CITY, or that employee was eligible to retire under the normal or early retirement

provisions of the retirement plan on the day before the day of that employee's death. For all members with fifteen (15) or more years of service who are fifty (50) years of age or older, the surviving spouse health care benefit will be the normal retirement benefit.

**Section 5**      **Accident and Sick Benefits**

Short-term Disability Insurance: The City shall procure and maintain at its own expense an insurance policy providing for each employee for non-duty sickness or accidents, weekly benefits for twenty-six (26) weeks. The weekly short-term disability (STD) benefit level shall be sixty percent (60%) of the employee's weekly base salary (up to five hundred dollars (\$500) per week maximum). STD may only be used when an employee has a continuous, incapacitating serious health condition as certified by a physician. STD cannot be used for an intermittent leave or to care for a family member. Benefits begin on the 8th day of non-occupational injury or sicknesses after accumulated sick time and PTO has been exhausted. Medical leaves resulting from an employee's pregnancy shall entitle employees to paid leave for up to six (6) weeks in the case of a normal delivery, and up to eight (8) weeks for a Caesarean Section, or the length of time determined to be medically necessary as certified by the employee's physician. An employee is not eligible for holidays which may occur while he/she is receiving short-term disability payments. Additional sick leave and paid time off are not accrued during periods of short-term disability. For persons entering or returning to the bargaining unit on or after July 1, 1990, all vacation time must be used prior to receiving the benefits described in this section. Prior to receiving these benefits, a supervisor must use all accumulated sick time.

**Section 6**

Supervisors who are on paid leaves or Workers' Compensation shall be considered as on the payroll. This is not to exceed one (1) year from date of last work or date of disability, in the case of a Workers' Compensation leave, or for a period of up to six (6) months, in the case of a paid leave of absence.

**Section 7**

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

**Section 8**

- A. The CITY may, with prior notification to the ASSOCIATION, select or change the insurance carrier in its discretion provided that benefit levels in force at the time of execution of this Agreement shall be maintained at equivalent levels and the CITY shall be entitled to receive any dividends, refunds or rebates earned without conditions.
- B. All benefits shall be subject to standard provisions set forth in the policy or policies except as modified by this Agreement.
- C. Subject to COBRA requirements, when employment is interrupted by discharge, quitting, striking, leave of absence other than maternity leave, all insurance coverage continues for thirty (30) days or until the next premium is due, whichever is later.
- D. In the event any employee fails or refuses to make timely payments of employee-contributed sums necessary to maintain any insurance coverage, such employee's coverage shall be terminated.

- E.** Should the CITY be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the CITY under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the CITY not be obligated to provide double coverage and to escape such double payments, the CITY shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.
- F.** It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

**Section 9**

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

**Section 10**

In a joint continuing effort to control the cost of insurance, the CITY and the ASSOCIATION agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under CITY health insurance and any other group health insurance policy which a CITY

employee or any covered dependent may have will not exceed the total amount of medical expenses.

**Section 11**

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

**Section 12**

The CITY shall pay life insurance for a retiree in the amount of ten thousand dollars (\$10,000.00), for all retirements after July 1, 1999. The previous amount of two thousand dollars (\$2,000.00) effective for all retirements between July 1, 1996 and July 1, 1999 shall remain in effect.

**Section 13**

All health insurance changes negotiated under this contract shall become effective on March 1, 2011.

**ARTICLE 16**

**Longevity**

**Section 1**

The CITY will pay longevity on the following basis:

On payroll on or Before June 10, 1985:



Completed Years of Service	Amount paid
<hr/>	<hr/>
Five (5) years service	Two percent (2%) of base wage
Eight (8) years service	Three percent (3%) of base wage
Ten (10) years service	Four percent (4%) of base wage
Twelve (12) years service	Five percent (5%) of base wage
Fifteen (15) years service	Six percent (6%) of base wage
Seventeen (17) years service	Six and one half percent (6.5%) of base wage
Twenty (20) years service	Seven percent (7%) of base wage
Thirty (30) years service	Ten percent (10%) of base wage
Thirty five (35) years service	Twelve percent (12%) of base wage

On payroll July 1, 1985 and after:

Completed Years of Service	Amount Paid
Five (5) years service	Five hundred dollars (\$500.00)
Eight (8) years service	Six hundred fifty dollars (\$650.00)
Ten (10) years service	Eight hundred dollars (\$800.00)
Fifteen (15) years service	Nine hundred fifty dollars (\$950.00)
Twenty (20) years service	One thousand fifty dollars (\$1,050.00)

Any member of the ASSOCIATION will receive longevity benefits from the better of the Dearborn Heights AFSCME Bargaining Unit Agreement then in effect or the ASSOCIATION's Agreement.

**Section 2**

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

**Section 3**

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

**Section 4**

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

**ARTICLE 17**

**Wages and Pension**

**Section 1**      **Wages**

<u>Effective Date</u>	<u>Basic Increase</u>
July 1, 2008	Zero percent (0%)
July 1, 2009	Zero percent (0%)
July 1, 2010	Zero percent (0%)
July 1, 2011	To Be Negotiated
Effective on _____, wages will be determined by the following percentage.	
AFSCME Laborer	100.00%
Supervisor	123.00%
Superintendent	134.50%

**Section 2**      **Pension**

- A. The following Section has been added as an amendment to the Code of the CITY of Dearborn Heights and acts as an amendment to the Employee

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

1. With respect to benefits payable on or after August 1, 1985, two and one half percent (2½%) of the employee's average monthly compensation (but not less than eight dollars (\$8.00)) multiplied by the number of that employee's years of credited service (not in excess of thirty (30) years) at retirement.
2. New Hire Persons  
Persons hired by the CITY on or after July 1, 1987, will use a factor of two and one half percent (2½%). This will be a maximum retirement benefit of seventy-five percent (75%).
3. Effective July 1, 2005, members reaching thirty (30) years of service shall receive an additional five percent (5%) to be added to his or her retirement benefit. The maximum retirement benefit with the additional five percent (5%) and the two and one half percent (2½%) factor will be eighty percent (80%).
4. For all employees retiring on or after July 1, 2002, longevity shall be factored into his or her Final Average Compensation (FAC) for purposes of pension benefit calculation.
5. Effective July 1, 2006, the normal retirement minimum age shall be fifty five (55) years of age with a minimum of thirty (30) years of service credit.

6. Effective upon ratification of this agreement,  
\_\_\_\_\_, 20\_\_\_\_\_, For all members with twenty five (25) or more years of service who have not yet reached the age of fifty five (55), voluntary retirement will be offered with a rate reduction of one-half percent (0.5%) per month between the members age and age fifty five (55). This provision will not be offered to members who are terminated with cause. Members who are terminated with cause will have retirement benefits offered to them as stated in the Ordinance and will receive a rate reduction of one-half (0.5%) per month between the members' age and age sixty two (62).
7. All members who retire by June 30, 2011 will be eligible for Community Blue Plan 2 or equivalent OR Health Alliance Plan HMO or equivalent health care benefits with a prescription co-pay of \$0/\$15.

**Section 3      Surviving Spouse's Benefit**

Effective July 1, 1988 and thereafter, upon the death of a CITY employee who has completed at least five (5) years of credited service under the retirement plan for employees of the CITY and who is survived by the employee's legal wedded spouse to whom has been married continuously during the one (1) year period ending on the employee's date of death, the CITY retirement plan shall provide a monthly surviving spouse's benefit for the lifetime of the spouse with payment of the benefit commencing on the First (1st) day of the month following the month of the employee's death.

The amount of the monthly surviving spouse benefit shall be based on the employee's credited service on the employee's date of death and shall be determined in accordance with the surviving spouse benefit provisions of the retirement plan (i.e., benefit percentage, early retirement percentage, survivor percentage, etc.) as if the employee had retired on the day prior to the day of his or her death, provided that in the event that the employee dies prior to attaining age fifty-five (55), the benefit shall be determined as if the employee had attained age fifty-five (55) on the day prior to the date of the employee's death. Effective upon ratification of this agreement, \_\_\_\_\_, 20\_\_\_\_\_, For all members with twenty five (25) or more years of service who have not yet reached the age of fifty five (55), the surviving spouse benefit will be sixty percent (60%) of the members pension with the rate reduction to be calculated at one-half percent (0.5%) per month between the members age and age fifty five (55). For all members with fifteen (15) or more years of service who are fifty (50) years of age or older, the surviving spouse health care benefit will be the normal retirement benefit.

#### **Section 4**

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

#### **Section 5**

HOLD POSITION

#### **Section 6**

For persons hired by the CITY on or before June 1, 1984, there shall be created a contractually recurring Monetary Fringe Benefit (MFB) payment of one and three

quarters percent (1<sup>3</sup>/<sub>4</sub>%) lump sum payment to be paid annually and the amount shall be considered as part of annual compensation only for purposes of pension and for no other purpose. The MFB shall be payable on or before June 1st annually calculated through June 30th for persons on the payroll as of June 1st. The MFB will be pro-rated if the person dies during, or retires from the CITY. The MFB will not be paid if a person quits or is discharged from CITY employment. The one and three quarters percent (1<sup>3</sup>/<sub>4</sub>%) lump sum benefit shall be calculated on the average annual straight timed salary of employees hired on or before July 1, 1984 as that salary existed on the June 30th immediately preceding the calculation date provided for in this subsection.

## **ARTICLE 18**

### **Promotions and Transfers**

#### **Section 1 Promotions**

Persons eligible for promotions for Superintendent shall:

- A. Be either one (1) or two (2) in terms of having the most CITY-wide seniority; and
- B. Have spent five (5) year in supervision or have a waiver signed by the Mayor and the Union.

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

#### **Section 2 Transfers**

Lateral transfers shall be mutually agreed upon by the CITY and the ASSOCIATION, and will be made for no less than eighteen (18) months. A person

laterally transferred may be eligible for promotion. All other temporary assignments shall be for no longer than sixty (60) days and can be made only on a one (1) time basis.

**Section 3**      **New Promotions Into Bargaining Unit**

All new promotions to supervisor will be for a probationary period of six (6) months.

**ARTICLE 19**

**Savings Clause**

If any Article or Section of this Agreement or supplements thereto should be held invalid by operation of Law or by a Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement or supplements thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 20**

**Retroactivity**

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

**ARTICLE 21**

**Residency**

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

**ARTICLE 22**



**No Strike – No Lockout**

**Section 1**

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

**Section 2**

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

**ARTICLE 23**

**Duration**

This Agreement shall become effective as of July 1, 2008 and shall continue in full force and effect until July 1, 2012. The ASSOCIATION will advise the CITY in writing at least ninety (90) days prior to the expiration of this Agreement of its desire to negotiate a new Agreement and negotiations shall begin not later than sixty (60) days prior to the expiration date. While negotiations are pending and until a new Agreement is reached, this Agreement and all the terms herein shall continue in full force and effect. In the event the ASSOCIATION fails to advise the CITY within (90) days of the execution date of its intent to begin negotiations, then this Agreement will automatically renew from year to year.

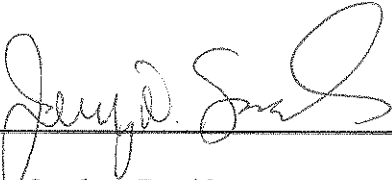
IN WITNESS WHEREOF, the parties hereto have set his or her hands and seals  
this 25<sup>th</sup> day of April 2011, by and through his or her  
respective duly authorized officers and agents.

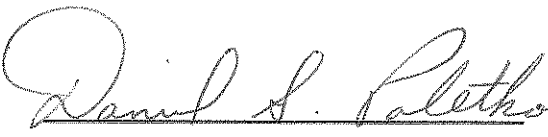
DEARBORN HEIGHTS  
SUPERVISORS ASSOCIATION

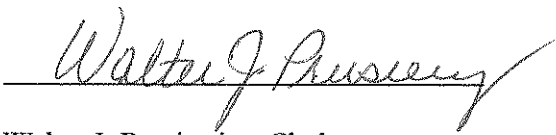
CITY OF DEARBORN HEIGHTS,  
A Michigan Municipal Corporation

\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_  
Jerry Sanders, President

  
\_\_\_\_\_  
Daniel S. Paletko, Mayor

  
\_\_\_\_\_  
Walter J. Prusiewicz, Clerk

**ATTACHMENT "A"**

**Tuition Reimbursement**

**Section 1**

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

**Section 2**

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

**Section 3**

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

**Section 4**

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

**Section 5**

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

**ATTACHMENT "B"**

**Designation of Beneficiary**

TO: CITY of Dearborn Heights, Michigan:

I hereby designate \_\_\_\_\_ as

beneficiary (ies) of any employment-related benefits payable by the CITY on account of my death or due me from the CITY at time of death under the Dearborn Heights Supervisors ASSOCIATION Collective Bargaining Agreement or otherwise.

In the event such designated beneficiary (ies) predeceases me, I designate

\_\_\_\_\_ as my beneficiary (ies). In case of

conflict between the requirements of the Collective Bargaining Agreement existing at time of death, or any statute and this Designation of Beneficiary, such Collective Bargaining Agreement or statute shall control the disposition of any employment-related benefits payable on account of the death of the employee.

In addition, it is understood and agreed that the CITY may require the designated beneficiary (ies) to sign an agreement to indemnify and hold the CITY harmless from liability as a result of delivering any monies to the beneficiary (ies).

\_\_\_\_\_

DATE

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

ADDRESS