

AGREEMENT

BETWEEN

CITY OF DEARBORN

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

DISPATCH SUPERVISORS

Effective July 1, 2008 through June 30, 2010

Adopted by:

Civil Service Resolution No. 7346-10

and

Council Resolution No. CR 9-539-10

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ARTICLE I
AGREEMENT

- 1.1: This is an agreement between the CITY OF DEARBORN, Michigan, hereinafter called the "CITY" or Employer and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (P.O.A.M.) the "UNION", or Association representing the Dispatcher Supervisors, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended.

ARTICLE II
PURPOSE AND INTENT

- 2.1: 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.
- 2.2: 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.
- 2.3: 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 III
RECOGNITION

- 3.1: The City hereby recognizes the Dearborn Police Officers Association of Michigan (P.O.A.M.) as the exclusive bargaining representative in respect to pay, wages, hours of employment, working conditions, and other conditions of employment for all full time Dispatch Supervisors as certified by the Michigan Employment Relations Commission, Case No. R97 B-26, excluding part time, interim, temporary, casual, seasonal and supervisory employees.
- 3.2: Elimination of Classification A classification in this bargaining unit shall not be removed from this bargaining unit by changing the title or by modifying the existing classification specifications.

ARTICLE IV
UNION SECURITY

- 4.1: To the extent that the laws of the United States and the State of Michigan permit, it is agreed:
- A) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time, may continue membership in the Union for the duration of this Agreement.
 - B) Employees covered by this Agreement who are not members of the Union at the time it becomes effective may become members of the Union for the duration of this Agreement on or before the 30th day following such effective date.
 - C) Employees hired, rehired, reinstated, or transferred into the bargaining unit, and covered by this Agreement, may become members of the Union for the duration of this Agreement, on or before the 30th day following the beginning of their employment in the unit.
 - D) An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.
 - E) An employee, in lieu of actual membership in the Union, shall comply with the provisions of this Article by paying to the Union a service fee in an amount equal to the regular monthly dues, less any amounts not permitted by law, as a contributions toward the expenses of the Union incurred in negotiating and administering this Agreement.
- 4.2: Bargaining unit employees paying the service fee and bargaining unit employees who are or become members of the Union shall sign a dues deduction authorization card and forward it to the Employer. After receiving a signed authorization to do so, the Employer 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 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, and from whom no deductions were made and the reason therefore.
- 4.3: Bargaining unit members paying the service fee provided for herein may object to the use of their service fee for matters not required by law. The procedure for making such objection is that officially adopted by the Union.
- 4.4: Employees who fail or refuse to share in the Union expenses incurred in negotiating and administering the Collective Bargaining Agreement as required

by this Article, after having waived or exhausted any internal union appeal procedure, shall be discharged from employment. Prior to such discharge, the Union shall bring an action in a court of competent jurisdiction against the Employer and the affected employee seeking specific performance of the discharge requirement of this contract. In such proceeding, the Union shall not require that the Employer pay any damages, costs, interest or attorney fees.

ARTICLE V **REPRESENTATION**

5.1: Unit Stewards

- A) Employees shall be represented by one (1) steward, and one (1) alternate steward, who shall be a regular employee in the Dispatch Supervisor unit.
- B) Steward, chairperson of the grievance committee, and/or the alternate may, during working hours without loss of time or pay, present grievances to the City's representatives and investigate grievances after obtaining permission from their immediate supervisor to do so. Permission shall not be unreasonably denied. It is understood that the steward's time away from the job will be devoted to the prompt handling of grievances and will not be abused.
- C) Notice of Union Representatives. The Union agrees to provide the City with a current list of designated union steward and alternate, and bargaining committee members.
- D) Union Bargaining Committee. The Union shall have a bargaining committee of not more than three (3) employees, one of whom will be the president, as chairperson ex-officio. The two (2) remaining committee persons shall be appointed by the president.
- E) Members of the committee shall be allowed time off the job without loss of time or pay to participate in bargaining procedures; provided that such time off shall be limited to the employee's regular working hours. Committee members shall give advance notice to their supervisor before leaving their work to attend meetings with City representatives.
- F) Civil Service Commission Meetings. A representative of the union shall be allowed time off to attend meetings of the Civil Service Commission when there are items on the agenda pertaining to the employees of the bargaining unit, and which require the attention of the Union. The agenda shall be available upon request the day before the Civil Service Commission meeting.
- G) Notwithstanding his/her position on the seniority list, the steward of the unit shall have the right, if desired, to select the shift of choice.

ARTICLE VI
MANAGEMENT RIGHTS

- 6.1: The Association recognizes the right of the City to operate and manage its affairs in accordance with the powers, rights, authority, duties, and responsibilities and powers of authority conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, and by the Dearborn City Charter, subject to the obligations, express or implied, assumed by it in this Agreement.
- 6.2: Except for rights that have been granted to the bargaining unit, all other rights which originally 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, and determine the methods, processes, and procedures by which said work is to be performed.
 - 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, 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. Such actions to be submitted to the Union before being formalized. It is understood by the Union and the City that every incidental duty under the classification title, as enumerated in the job description, is not always specifically described within the classification. It is intended, however, that all incidental duties implied in the job description shall be performed by the employee, and when the statement "performs related work as required" is used, it shall be broadly construed. The term "broadly construed" should not be relied upon to the extent that it would change the original concept of the job description.

ARTICLE VII
MANAGEMENT SECURITY

7.1: 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 Association, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Association further agrees that there shall be no strikes, sit downs, stay ins, stoppage 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.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1 A grievance shall mean a complaint by an employee in the bargaining unit which he/she believes to be a violation, misinterpretation, or inequitable application of a provision of this Agreement, or an inequitable application of the work rules of the department.

8.2: Grievances or disputes affecting the entire bargaining unit, an entire classification, or a group of employees, may be entered by the Union as a policy grievance at Step 3 of the procedure. Discharges may be appealed directly to Step 3 of the grievance procedure.

8.3: All insurances are provided in accordance with the terms and conditions of the City's contracts with the providers, which are controlling. No dispute between an employee and an insurer will be arbitrable unless such a dispute represents a violation or compromise of this Agreement as to coverage.

8.4: Processing a Grievance. Most grievances arise from instances of misunderstanding or problems that should be settled promptly and satisfactorily through discussions on an informal basis, involving the employee, a management representative, and at the option of the employee, the designated steward, before they become formal grievances. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the following procedure.

Step I. An employee having a grievance shall present it orally to his/her first line supervisor within twenty-one (21) calendar days from the date the grievance occurred or twenty-one (21) calendar days from a pay day if it is a compensation matter. In the event the grievance is not settled at this step, the employee may proceed to Step II.

- Step II. Within fourteen (14) calendar days from the date of oral presentation, the employee may submit the grievance in writing, on forms provided by the City, to the commanding officer. The employee and the steward shall sign the grievance form. The grievance form must indicate: (a) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (b) the remedy or correction requested. The commanding officer shall give his/her decision in writing within fourteen (14) calendar days. The employee shall have ten (10) calendar days from the date of the commanding officer's decision to file a written appeal with the Chief of the department, otherwise the grievance shall be deemed settled.
- Step III. If the grievance is processed to Step III, the Chief or his designated representative will promptly arrange a meeting with the Union, and within fourteen (14) calendar days from such a meeting, a written decision shall be rendered. The decision rendered by the Chief or his designated representative shall be final unless notice of intent to refer the grievance to a grievance panel is filed in writing within ten (10) calendar days after the Chief has rendered his/her decision. The Human resources administrator shall be a member of the Grievance Panel and such notices to appeal shall be filed with him/her.
- Step IV. A grievance panel shall be convened within ten (10) calendar days between the Union and the Human resources administrator within ten (10) calendar days of the date of the meeting of the grievance panel, the Human resources administrator shall render a written decision.
- Step V. Any grievance which has been processed through Step IV of the grievance procedure may be submitted to arbitration by either party. Arbitration shall be invoked within fourteen (14) calendar days of the Step IV decision by written notice to the other party of intention to submit to arbitration. Where the Union initiates arbitration, such notice shall be delivered to the Human Resources Administrator's Office Department. Upon receipt of a notice to arbitrate, the City and the Union shall attempt to appoint a disinterested person to act as Arbitrator. In the event the City and the Union cannot agree upon the Arbitrator within ten (10) calendar days, the party who initiated arbitration shall file a Demand for Arbitration within fourteen (14) calendar days with the American Arbitration Association (AAA). The Arbitrator shall limit his/her decision to the interpretation, application or enforcement of this Agreement and he/she shall be without power or authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, or adding to or subtracting from the terms of

this Agreement. The decision of the Arbitrator shall be final and binding.

- 8.5: The procedure for selection of an arbitrator will be in accordance with the then-existing rules of the American Arbitration Association.
- 8.6: When the Union or the City determine it necessary for witnesses to be called, said witnesses shall be relieved from their regular duties, upon reasonable notice to their department or division head. Each party shall be responsible for compensating its own representatives and witnesses.
- 8.7: The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony. Expenses for the arbitrator's services and proceedings shall be borne equally by the City and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.
- 8.8: Failure by the Union to act on a grievance within the time limits as specified in this Article, shall constitute a bar to further action on that grievance. Failure of the City to answer a grievance within the specified time limits shall allow the grievance to proceed to the next Step of the grievance procedure. All time limits in the grievance procedure may be shortened or extended by mutual agreement.
- 8.9: If a grievance results in an employee being entitled to back pay for time lost from City employment, the amount of such entitlement shall be computed at the employee's regular rate of compensation for the time lost, exclusive of overtime, less any compensation received by the employee for work performed for any other employers during the period in which the time was lost.
- 8.10: To the extent permitted by law, all claims, charges, or complaints of unlawful discrimination must be raised and resolved, if at all, through this Article VIII.

ARTICLE IX
SPECIAL CONFERENCES

- 9.1: Conferences or meetings on various matters (not grievances) will be arranged between the Union representatives and the City representatives upon request of either party.
- 9.2: If a matter is considered to be such importance, then a special conference may be arranged. An attorney or consultant may attend the special conference as one of the Union's representatives.
- 9.3: 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 to the City Human resources administrator and the City shall submit their request to the president of the Union. A written agenda shall be attached to such request.

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

ARTICLE X
SUSPENSIONS, DEMOTIONS AND DISMISSALS

- 10.1: Whenever an employee is suspended, demoted or dismissed from the City service, for cause, he/she may appeal such disciplinary action after the employee has been served with a written statement, signed by the appointing authority, setting forth the reasons for such suspension, demotion or discharge. Notice of such action shall be served upon the employee, with a copy to the Union, within one (1) working day when reasonably possible.
- 10.2: The employee may exercise his/her right to appeal under one of the following remedies:
- A) Beginning with Step 3 of the grievance procedure as set forth in this Agreement.
 - B) A direct appeal for a hearing to the Civil Service Commission within ten (10) calendar days.
- 10.3: No employee shall be disciplined for refusing to allow an order which is illegal, immoral or unsafe.
- 10.4: If an employee is entitled to back pay for time lost from the City employment, the amount of such entitlement shall be computed at the employee's regular rate of compensation for the time lost and any increments or raises otherwise due him/her or other compensation otherwise due him/her, less any compensation received by the employee for work performed for any other employers during the period in which the time was lost.

ARTICLE XI
UNION BULLETIN BOARDS

- 11.1: The City will furnish in appropriate locations a bulletin board for Union notices and information. These bulletin boards or anything posted thereon, will not be disturbed by any official of the City, provided that the conditions set forth herein are complied with.
- 11.2: The bulletin boards shall be used by the Union for posting notices bearing the written approval of the president of the Union but only for the following notices:
- A) Recreational and social affairs of the Union.
 - B) Union meetings.
 - C) Union elections and results of elections.
 - D) Union appointments.
 - E) Bonafide Union activities such as cooperatives, credit unions, and unemployment compensation information.

ARTICLE XII
INFORMATION TO THE UNION

- 12.1: The City shall transmit to the Union, when applicable, a list of employees involved in the following transactions:
- A) Employees hired or rehired or temporary employees as they become regular employees.
 - B) Employees going to or returning from military service, etc.
 - C) Employees transferred out of the unit.
 - D) Employees who for any reason separate from the City.
 - E) Employees going or returning from leaves of absences.
 - F) Civil Service Commission agenda and minutes may be reviewed by an officer of the Union. Copies of Civil Service resolutions applicable to the unit will be provided upon request.
- 12.2: A seniority list which shall include the names, classifications, and seniority dates of Dispatcher Supervisors covered by Agreement shall be submitted by the City to the Union during the month of January of each year.

ARTICLE XIII
RESIDENCE

13.1: Dispatchers shall be required to maintain a residence no further than 20 miles of the nearest city boundary consistent with the state law.

ARTICLE XIV
WAIVER CLAUSE

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

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

ARTICLE XV
SAVINGS CLAUSE

15.1: If any Article or Section of this Agreement 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 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.

If any provisions of this Agreement conflict with any civil service rule, appropriate amendatory action shall be taken to render such rule compatible with this Agreement, subsequent to the approval and execution of this Agreement.

ARTICLE XVI
SENIORITY

16.1: Seniority Defined.

A) "Seniority" is established primarily to serve as a basis for determining City service credits in examination procedure and for the lay off and reemployment of Civil Service employees, and is hereby defined as the length of continuous service after dates of regular appointment to a position in the classified service, which shall include continuous service rendered to the City prior to the adoption of Civil Service provisions.

- B) "Continuous service" shall mean employment by the City of Dearborn or its predecessors in a classified Civil Service position or a regular position before the adoption of Civil Service without interruption or break except such interruptions or breaks as the Civil Service Commission shall consider as not affecting Seniority.
- C) "Seniority date" shall mean the beginning date of continuous service as defined in this rule or as adjusted or modified by subsequent provisions of this rule.

16.2: Lines of Seniority. After an employee successfully completes the probation period, the employee shall be placed upon the seniority list, gaining seniority from date of hire or date of assignment to the classification of Dispatch Supervisors as follows:

- A) For all employees, initial date of hire with the City shall establish seniority for the purpose of computing entitlement to economic benefits, i.e., pension service credit, number of vacation days, etc.
- B) Seniority for such purpose as layoff, recall, shift selection and vacation period selection, shall be computed from the date the employee was assigned to the classification of full time Dispatch Supervisors.

16.3: Provisions Affecting Seniority.

- A) Where two or more persons are appointed on the same date, relative seniority shall be determined by the relative standing on the employment list from which certified. However, in all cases of identical seniority dates, persons entitled to preference under the Veteran's 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 any seniority.
- D) Time elapsed between periods of lay off and reemployment shall be deducted from any seniority credit.
- E) Any employee who is appointed to a position in the unclassified service shall have all the rights in the classified service suspended during the period he/she served in the classified service. However, any such employee who returns to his/her position in the classified service would

have all the rights restored which he/she had at the time of his 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 Veteran's 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).

16.4: Shift Selection. Employees in the Department will work permanent shifts which will be selected every six (6) months according to Dispatch Supervisor seniority. Employees will work permanent shifts which will be selected according to Dispatch Supervisor seniority twice yearly on March 1st and September 1st.

16.5: Once an employee has made his/her shift selection by seniority, he/she will have the right to remain on that shift for six (6) months, with the exception that the City shall retain the right to transfer employees for cause; personal hardship (with the mutual agreement of the Union); and to transfer employees to meet manpower needs (which shall be done by reassigning least senior employees). Employees on probation shall be assigned shifts at the discretion of the City.

ARTICLE XVII **PROBATION**

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

17.2: All employees appointed from an original entrance list, promotional list or reemployment list shall serve a twelve (12) month probationary or working test period with an option on the part of the City to extend such probationary period for two (2) additional ninety (90) day extensions. All employees appointed from a promotional list shall serve a six (6) months probationary period.

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

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

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

ARTICLE XVIII **TRANSFERS**

- 18.1: Any employee may be transferred or request a transfer from one department to another department with the approval of the Civil Service Commission, the appointing authorities, and the employee, to a position of the same class or a similar class having like compensation.
- 18.2: If in the opinion of the Commission the good of the service may be served by transferring an employee from one department to another, this may be done upon prior approval of the appointing authority of the department to which the transfer is contemplated, and upon due consideration to the employee's preference for a new location.
- 18.3: An employee transferring to a position not included in this unit and thereafter transferring again to a position within the unit, shall retain all seniority accrued in the other unit for the purpose of any economic benefits, not for shift or vacation selection, layoff or recall provided for in this agreement.

ARTICLE XIX **PROMOTIONS**

- 19.1: Civil Service Commission to Rule on Promotional Examinations. Vacancies in higher positions in the bargaining unit shall be filled insofar as practicable by the promotion of employees in the unit. Promotions shall in every case involve a definite change in duties and an increase in responsibilities and shall not be made merely for the purpose of effecting increase in compensation.
- 19.2: The Civil Service Commission shall determine the number of eligibles the appointing authority may consider for any given promotion, and shall consider the following order of priority whenever possible: (1) full-time employees within a department of division.
- 19.3: Promotional Policies and Examinations. Whenever there are vacancies in any classifications in which it would be desirable that promotions be made among employees in a lower class, then the Human Resources Administrator 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 recommendations, 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:

- A) The abilities, knowledge and skills of the employees in their present class.
- B) The length of service in classification below the one to which promotion is sought.
- C) The desirability of restricting the examination to employees in a division of the department.
- D) The desirability of establishing certain physical requirements.
- E) Any other factors that may be pertinent to the position to which promotion is sought.

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

Promotional Potential Rating. This part when approved shall be a rating made at the time the promotional examination is announced, and on forms approved by the Human Resources Administrator, 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 Administrator 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 Administrator, or his designee. The final rating shall be the average of the rating committee expressed as a percentile grade.

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

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

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.

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.

Physical Fitness. Eligibles on employment lists seeking promotions 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.

- 19.5: Inspection of Examination Papers. The test papers of any examinee will be open for his/her inspection for a period of forty-five (45) days from the date the employment list is established.
- 19.6: Provisional Promotions. The appointing authority may recommend to the Human Resources Administrator that a provisional appointment be made from the next lower class when there are temporary vacancies for an extended period.
- 19.7: Promotional Potential Rating. Promotional Potential rating will carry a weight of thirty percent (30%) whenever such a rating is approved as part of a promotional examination by the Civil Service Commission.

ARTICLE XX **LAY OFF**

- 20.1: Lay Off Defined. A "lay off" is defined to be the separation of an employee from the service of the City for lack of work, lack of funds, or reasons other than the acts of delinquencies of the employee.
- 20.2: Notice of Lay Off. In every case of lay off the appointing authority shall within a minimum of two (2) weeks before the effective date thereof, give to the employee a written statement of the reasons for such action, and shall on the same date file a copy thereof with the Civil Service Commission. The Union shall receive a copy of the same notice within one (1) week.
- 20.3: Order of Lay Off. Layoff shall be made in the inverse order of the length of service in the classification as Communications Dispatcher.
- 20.4: Prior to the effective date of the lay off the City and the Union shall meet and confer concerning the immediate situation.
- 20.5: Establishment of Lay Off Reemployment Lists. The names of persons holding permanent positions in the classified service which have been abolished or made unnecessary shall be placed on an appropriate lay off reemployment list in the order of their seniority, the longest seniority being first, and for a period not to exceed three (3) years unless an extension is otherwise provided by the Commission.

- 20.6: Reemployment in the same department or in another department shall be made according to the laid off employee's standing on the list; however, a satisfactory medical examination may be required before return to work.
- 20.7: Notice to Investigate Lay Off. Within ten (10) days after the effective date of such lay off, the employee may make written request to the Commission to investigate such lay off. The Commission shall then investigate and if it shall find that the lay off was made for political reasons, or for reasons other than because of material change in duties or organization, shortage or stoppage of work or funds, or was made not in accordance with the method prescribed in these rules, 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 his/her 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.
- 20.8: The decision of the Commission shall be final and binding as to all questions of fact, except for employees of the bargaining unit who may elect to invoke the grievance procedure.
- 20.9: Union Officers. Notwithstanding their positions on the seniority list the president, vice president and steward of the Union shall, in the event of lay off only, be continued at work as long as there is available work that they are qualified to do.

ARTICLE XXI
CLASSIFICATIONS AND RATES OF COMPENSATION

1% wage increase for each contract year and 1% bonus

21.1: Effective July 1, 2008 through June 30, 2009

Annual increases at employee's anniversary date*

Grade	Rate Code	Classification	1	2	3	4	5	6
M01	13001	Communications Supervisor	\$42,605	\$43,596	\$44,588	\$45,580	\$46,574	\$48,608

Effective July 1, 2009 through June 30, 2010

Annual increases at employee's anniversary date*

Grade	Rate Code	Classification	1	2	3	4	5	6
M01	13001	Communications Supervisor	\$43,031	\$44,032	\$45,034	\$46,036	\$47,040	\$49,094

*The hourly rates may be rounded up or down to the nearest five cents. The employer will decide when to implement the rounding policy. Conversion to hourly rate = divide salary (above) by 2080.

- 21.2: Each employee shall be paid at the rate that is represented by the same number of steps above minimum that he/she was receiving prior to the effective date of this agreement, unless otherwise negotiated.
- 21.3: Service increments for employees in classifications set forth in this article shall be effective the first day of the first pay period following the completion of the required period of service.
- 21.4: When an employee leaves the classified service of the City for reasons other than retirement, he/she shall be entitled to payment for any overtime or vacation accumulation that he/she has at the date of separation.
- 21.5: When an employee retires he/she may elect one of the following options: (1) to remain on the rolls and run out accumulated vacation until effective date of retirement, or (2) receive cash payment for vacation not to exceed maximum allowable accumulation on the previous November first.
- 21.6: New employees shall be paid at the minimum rate unless the Civil Service Commission determines that a higher step in the range is necessary to recruit qualified personnel.
- 21.7: The Civil Service Commission may grant two (2) additional increments during a twelve (12) month period for reasons that would justify such increase.
- 21.8: When an employee is promoted or his/her rate of compensation is placed in a higher salary range, he/she shall receive the next higher step in the range above his current salary. However, if the next step is less than one full increment, then the Civil Service Commission may shorten the service period required for the next increment.
- 21.9: 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.
- 21.10: In addition to the total compensation as set forth in Section 21.1 and if sufficient funds are in a salary appropriation, an appointing authority may request the Civil Service Commission to increase the compensation of an employee who is at the maximum rate, by an amount up to ten percent (10%) of such maximum rate. The Civil Service Commission shall take into consideration individual competence, and/or circumstances that would make it undesirable to incorporate such increased salary into a permanent rate structure. Provided further, that the Civil Service Commission may modify or eliminate such increase whenever conditions or circumstances

would warrant such action.

21.11: In the employer's discretion, the bi-weekly pay period may become Sunday through Saturday.

ARTICLE XXII **HOURS OF WORK**

22.1: There shall be a work week of forty (40) hours, however, employees working in seven (7) day operation shall average eighty (80) hours in a bi weekly pay period on the basis of daily shifts of eight (8) hours.

Under the agreement the Chief of Police has an option of approving a schedule commonly known as "7-2-7-5" work schedule which is not consistent with the language in this section.

22.2: The "7-2-7-5" work schedule of the personnel in the classification of Dispatch Supervisor in the Department will begin on or about May 10, 1988. It is the understanding of the parties to this agreement that operating on the "7-2-7-5" work schedule is on a trial basis depending on the costs generated by more than normal overtime or the application of the Fair Labor Standards Act (FLSA) and the Chief of Police shall make the determination as to the practicality of continuing such work schedule.

22.3: It is the understanding of the parties to this agreement that the employees in the seven (7) day operation will continue to receive compensation based on a forty (40) hour week. In accordance with the Fair Labor Standards Act hours worked in excess of forty (40) hours per week will be credited to a comp bank. Work weeks with hours totaling less than forty (40) will be equalized by hours taken from the comp bank. Hours earned as overtime shall not be duplicated in comp bank and shall be compensated under Article XXV Compensation for Overtime.

The parties agree that employees will not carry negative balances in the comp bank and any negative balance will be equalized by using the employees' other compensatory time (accumulated overtime, PTO, vacation or personal time).

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

22.4: Relief Periods. Relief periods will continue in accordance with the practices in effect on January 2, 1985.

22.5: Lunch Period. Employees shall have a paid lunch period in accordance with the practices in effect on January 2, 1985.

22.6: An employee's work week shall not be changed for the sole purpose of avoiding payment of overtime.

ARTICLE XXIII
SHIFT PREMIUM PAY

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

Employees in designated classifications set forth in Section 23.4 of this Article shall receive an additional forty cents (.40) per hour for afternoons, and forty cents (.40) per hour for midnights in addition to the base rate of compensation.

23.2: Employees in designated classifications who are regularly assigned on an afternoon or midnight shift shall be paid the premium rate for such shift when off on vacation, sick leave, personal business, or any other paid leave. 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.

23.3: Identification of Shifts. The Civil Service Commission has identified shifts as follows:

An employee whose scheduled shift starts on or after:

- A) 7:00 P.M. but before 5:00 A.M. shall be deemed to be working the No. 1 (midnight) shift.
- B) 5:00 A.M. but before 10:30 A.M. shall be deemed to be working the No. 2 (day) shift.
- C) 10:30 A.M. but before 7:00 P.M. shall be deemed to be working the No. 3 (afternoon) shift.

23.4: Classifications designated by the Civil Service Commission to receive shift premium pay: Dispatch Supervisor.

ARTICLE XXIV
MINIMUM REPORTING TIME

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

Employees in the bargaining unit shall be given a minimum credit of four (4) work hours as herein provided. If an employee is called to work between two (2) and

four (4) hours before the regular starting time, then the employee shall be credited with a minimum of four (4) work hours.

If called to work less than two (2) hours before starting time, the hours shall be considered overtime.

ARTICLE XXV
COMPENSATION FOR OVERTIME

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

- A) Hours worked beyond the normal work schedule shall be compensated at the rate of one hundred fifty percent (150%) of the base straight-time hourly rate. The employee may have the option of receiving payment in cash or compensatory time off.
- B) The parties have agreed to a program of compensatory time off. Such program will allow employees to “bank” up to eighty (80) hours which will have no time limit for its use. However, the “bank” may not exceed sixty (60) hours as of each June 30. Compensatory time may be utilized only with advance notice of at least twenty-four (24) hours to supervision and shall be granted at the discretion of management. Such compensatory time off must be taken in minimum units of four hours.
- C) Employees working in a seven (7) day operation shall be paid one hundred fifty percent (150%) of the base straight-time hourly rate for all hours worked on a holiday.
- D) Employees working in a seven (7) day operation who are called into work on a holiday, shall be paid two hundred percent (200%) of the base straight-time hourly rate for all hours worked for the holiday.

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

ARTICLE XXVI
HOLIDAY PROVISIONS

26.1: The following contract holidays shall apply to all Supervisory Dispatchers in this unit:

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

26.2: If an employee is not required to work on the holidays set forth he/she shall receive an additional day's pay for the holiday at the regular daily rate for each of the holidays enumerated.

26.3: If an employee is required to work on any of the contract holidays, he/she shall be paid one and one half (1 ½) times the straight time hourly rate for those hours worked, up to eight (8) hours in addition to the pay for the holiday.

26.4: 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.

ARTICLE XXVII
LONGEVITY PAY

27.1: Effective July 1, 2005 the longevity pay schedule shall be as follows:

Years of Service Completed on Anniversary Date	Amount of Longevity Pay
5 through 9 years*	1,450
10 through 14 years	2,000
15 through 19 years	2,200
20 years and over	2,400

- A) *Employees hired after January 1, 2001 shall not be eligible for any longevity pay until having completed ten (10) years of service.

The City and the Union, and the Union on behalf of those unit employees it now or in the future represents, expressly agree that each party, in consideration for the wages, hours and terms and conditions of this collective bargaining contract, hereby unqualifiedly waives its right to submit for negotiation any issue constituting a change or modification in the 5-9 years of service longevity amount for employees hired after January 1, 2001, for a consecutive period of ten (10) years from January 1, 2001 through June 30, 2010. It is specifically understood and agreed that neither party, for said ten (10) year period, shall have any obligation to bargain over said amount (which is \$0).

Further, it is specifically understood and agreed that the Michigan Employment Relations Commission, pursuant to the Public Employment Relations Act or otherwise, or any court of competent jurisdiction, shall not have any authority to require either party to bargain concerning any proposal to amend, change, or modify said amount.

The City and the Union agree that this Section 27.1(A) remains in full force and effect until June 30, 2010, regardless of any earlier expiration date of any collective bargaining contract in which it is incorporated; and further agree that this Section shall be automatically incorporated in all collective bargaining contracts executed prior to July 1, 2010.

27.2: Administrative Regulations.

- A) Employees must be working in a full time permanent position and must have earned their service credit on the anniversary date of their employment.
- B) The term "service" for the purpose of determining eligibility for longevity pay shall be those years of service that have been credited to the employee's seniority in accordance with the rules of the Civil Service Commission. Employees must have a satisfactory working record for twelve (12) months prior to the date of eligibility for longevity pay.
- C) For purposes of final average compensation calculations, longevity will be prorated over the applicable three year final average compensation period, regardless of when longevity payments were actually received so all employees will be treated equally regardless of separation date.

27.3: Employees shall receive longevity pay effective the first full pay period following the employee's anniversary date.

27.4: 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.

27.5: If an employee dies during the year, then his 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 XXVIII
EDUCATION TUITION REIMBURSEMENT OFF THE JOB

28.1: Tuition Reimbursement

Section 1. Effective July 1, 2002, 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 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 administrator's office 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 administrator's office 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.

ARTICLE XXIX
HEALTH, DENTAL AND FLEXIBLE BENEFITS

Any part or all of this provision effective as soon as feasibly practicable after ratification or implementation.

29.1: 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 in lieu of any or all of the below insured benefits so long as the benefit coverage is equivalent to or better than 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.

29.2: 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 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.

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	\$430.00/mo
Two-Person	\$880.00/mo
Family	\$970.00/mo

Employees choosing the High Deductible Health Savings 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 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 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.

29.3: 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)
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 Option

HMO High-Deductible health insurance plan with a Health Savings Plan feature. Annual 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.

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	\$530.00/mo	\$430.00/mo
Two-Person	\$1,090.00/mo	\$880.00/mo
Family	\$1,180.00/mo	\$970.00/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 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 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.

29.4 Retiree Health Care Benefit

A. 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.

The above coverages are subject to the following provisions:

Retirees shall have one hundred percent (100%) of the premium charges paid by the City. The premium payment shall begin for the month during which the retiree reaches age 50 provided 25 years of service.

Effective July 1, 2001, 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.

Deferred retirees are not eligible for retiree medical benefits until age 50 and after 25 years of actual credit service. Employees who retire shall choose a provider from those offered at time of retirement, subject to coordination of governmental programs (such as Medicare).

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

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 (50) 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.

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.

As soon as administratively possible after City Council ratification of this agreement, 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:
3. Employees must make the above election during the City's 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 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 years 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.

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

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.

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 shall choose a provider from those offered at time of retirement, with the same co pays, subject to coordination of governmental programs (such as Medicare) 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 its discretion. 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.

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.

If neither the retiree nor spouse is eligible for Medicare coverage, then the same pro rata premium payments shall continue as set forth above.

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.

D. Non-Participation in Health Care Coverage. Effective July 1, 2006, for an employee's or 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:

1. Employee must have health coverage via a spouse or another source as long as neither is financed in any way by the City of Dearborn.
2. An employee electing to waive health care coverage must sign the appropriate forms during the annual open enrollment period.
3. An employee who collects this waiver amount who experiences a qualifying event shall be eligible for health care coverage. Such employee shall reimburse the City a prorated portion of the waiver amount received based on the months paid by the City.
4. The Employer will not make any such payment unless, by doing so, it realizes a net cost savings thereby on an individual-by-individual basis.
5. For active employees, one-half of the payment will be made by September 30th and one-half by March 31st of each fiscal year. For retirees, the payment will be made by

July 31.

6. No retiree shall receive a cash bonus in the fiscal year such retiree would attain age sixty-six (66).

E. In this Section, the term "spouse" refers to only one (1) of the following:

- The existing spouse of an employee, or
- 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.

29.4: 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 – As provided herein.
- 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.

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.

29.6: Dental Plan. The premium 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 XXX
LIFE INSURANCE COVERAGE

30.1: For the life of this contract, the City will maintain the benefits substantially similar to those provided on July 1, 2008 as set forth in the current policy with Hartford. The City reserves the right to change carriers, or self-insure, at its discretion.

ARTICLE XXXI
PTO

31.1: PTO Schedule. Every regular full time employee shall be entitled to Paid Time Off in accordance with the following provisions:

- A) Selection of PTO shall be determined by Dispatch Supervisor seniority in accordance with policies established by the City. For PTO picks beginning with the September, 2001 picks, the process shall be as follows:

- (1) Dispatch Supervisors shall have absolute first choice of vacation selection up to fourteen (14) PTO days per supervisor per calendar year; then
- (2) In the event of conflict regarding vacation selections for days in excess of fourteen (14), total dispatch seniority shall prevail.

FEATURES OF PTO PROGRAM

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

<u>Years of Service</u>	<u>Allowance That Will Total</u>
Up to 3 years of service	23 work days per year
After 3 years and through 6 years	27 work days per year
After 7 years and through 10 years	29 work days per year
After 11 years and through 15 years	31 work days per year
After 16 years of service	34 work days per year

2. Employee can roll over up to 480 hours of PTO from year to year. Hours 481 through 560 will be paid at 100%. Hours 561+ will be forfeited on a calendar year basis.
3. Employees participating in the Flexible Benefits Plan may buy or sell up to 40 PTO hours/year through the Plan.
4. For current sick leave bank balances as of conversion date: Lock in current balance and keep for payout at retirement per labor contract and/or use for illnesses exceeding 40 consecutive work hours (see attached 7/30/02 policy).
5. As of initial conversion to PTO:
 - Vacation hours as of conversion transfer on a 1-for-1 basis
 - Unused sick hours as of conversion date transfer, at the employee's option, on a 2-for-1 basis (i.e., 80 sick hours = 40 PTO hours). A maximum of 80 sick hours may be converted
 - Personal time converts on a 1-for-1 basis unless conversion occurs at the start of a fiscal year when personal leave banks are zero

6. Each fiscal year after conversion, employees may opt to transfer up to a maximum of 80 unused sick hours to the PTO bank on a 2 for 1 basis (i.e., 80 sick hours = 40 PTO hours).
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 752 PTO hours in the year of voluntary separation, death or retirement.

C) PARTICIPATION

All unit employees must participate in the PTO program as soon as possible after ratification or implementation.

31.2: Regulations

- A) New employees shall receive the first month's accumulation on the first of the month subsequent to the date of employment, providing such date is prior to the fifteenth (15th) of the month. Provided further the monthly accumulation shall accrue to an employee upon completing a minimum of twelve (12) work days in the month.
- B) PTO shall continue to accrue when the employee is receiving a full salary on a duty disability 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 vacation period.
- C) Any employee who has been granted a military leave, and has served in the armed forces for a period of at least ninety (90) days, and returns to the City service after an honorable discharge, shall after working for a period of three (3) months be entitled to PTO privileges equal to one half (1/2) of one (1) year's accumulation.
- D) PTO shall be computed at the employee's regular rate of pay at the time it is taken.

ARTICLE XXXII
SUPPLEMENTAL BENEFITS TO WORKERS' COMPENSATION

- 32.1: In all cases where an employee has been totally incapacitated as a result of an accidental injury, or an acquired occupational disease arising out of and in the course of his/her employment, and if it is determined that such injury or disease is not the result of such employee's culpable misconduct, then such employee shall be paid for the time lost during disability for a period of one hundred eighty (180) calendar days, and for such additional days said employee may have to his/her credit as vacation leave, sick leave or accumulated overtime, such sum or sums of money when added to his/her workers' compensation benefits shall be equal to his/her full wage or salary at the time of his/her injury.
- 32.2: It is further provided that the time lost beyond the first ninety (90) calendar days shall be charged to personal sick leave before the remainder of the one hundred eighty (180) calendar days is used. Any time lost beyond the 180 day period shall first be charged against accumulated overtime and then to vacation.
- 32.3: Any charge made to the personal sick leave, accumulated overtime, or vacation, will be based on the number of hours contained in the amount that represents the difference between the employee's normal salary at the time of injury and the amount of the workers' compensation benefit.
- 32.4: 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 additional leave from the Civil Service Commission.

ARTICLE XXXIII
LEAVES WITH PAY

33.1: Funeral Leave

- A) An employee shall be allowed funeral leave up to four (4) work days for the purpose of attending a funeral, except in cases where the additional time is approved by the Civil Service Commission.
- B) Time off shall be restricted to death in the employee's immediate family, which would mean spouse or children, parents and grandparents, grandchildren, brothers and sisters, spouse's parents and grandparents, grandchildren, and brothers and sisters, and all other cases where in the discretion of the appointing authority and the Civil Service Commission leave for funeral is justified. Funeral leave will not be charged to any other paid leave.

The manpower needs of the department shall be taken into consideration in granting PTO days. The employee shall give reasonable notice to the

commanding officer prior to the date such leave is scheduled.

- 33.2: Jury Duty Pay. Bargaining unit employees in a permanent position and with at least six (6) months of service who are called for jury duty before any court entitled to impanel a jury may be granted leave with pay for up to ten (10) days per employee per calendar year subject to the following provisions.
- A) May be granted one half (½) day, or a full day if necessary for initial appearance before the jury commission.
 - B) Shall be paid the difference between jury duty pay and basic daily rate of pay.
 - C) Jury duty shall be considered as time worked.
 - D) Any employee may seek additional paid days by application to the Civil Service Commission, whose decision shall be in its discretion, and final.
- 33.3: Conferences. Employees may be granted a leave with pay by the appointing authority with approval of the Human resources administrator 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 one (1) accredited delegate 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.
- 33.4: Armed Forces Reserves. With the approval of the appointing authority and the Human resources administrator 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 leaves with pay for a period covered by ten (10) work days subject to the following conditions:
- A) The amount of compensation due to the employee from the City shall be the difference between the regular salary for the ten (10) work day period, and the amount paid by the government for a like period provided, however, that any sums representing allowances
 - B) Such leave may be granted only once in any twelve (12) month period.
 - C) This leave will apply only to permanent employees who have served at least ninety (90) days.
- 33.5: 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.

- 33.6: Civil Service Examinations. Every employee shall be granted leave with pay to participate in promotional or original entrance examinations held by the Human resources administrator's office on a "no loss no gain" principle.

Employees who make application to take promotional examinations shall be scheduled for said examinations at the discretion of the Police Department.

ARTICLE XXXIV **LEAVE WITHOUT PAY**

- 34.1: 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 administrator 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.

- 34.2: 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.

- 34.3: Maternity Leaves

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

34.4: Regulations Regarding Leaves Without Pay

- A) Any employee returning from a leave granted to enter the armed forces shall apply for restoration to his former position within ninety (90) days after his 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 administrator.
- E) If the position of an employee granted a leave hereunder has been abolished, his right shall be determined in accordance with the provisions relating to seniority and reemployment.
- F) Any employee still serving a probationary period, who has been granted a leave of absence, shall have the length of his 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.

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

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

ARTICLE XXXV
MISCELLANEOUS

- 35.1: An employee shall not have monetary fines imposed upon him/ her because of loss or damage to equipment. In the event the employee was negligent he/she will be subject to disciplinary action at the discretion of the department head.
- 35.2: Training Program. A Dispatch Supervisor who is responsible for the training of a probationary employee shall be paid an additional thirty (30) minutes at time and one half for the day the Supervisory Dispatchers functions as a trainer. Only one Dispatch Supervisor shall act as a trainer per shift unless more than one probationary employee is assigned on the shift. No trainer shall be paid additional monies beyond a six month period.

Effective 1/1/06, the above pay shall increase from thirty (30) minutes at time and one-half to ninety minutes at straight time.

The selection of employees responsible for training, the process, procedures, and length of training period, shall be determined by the Chief of Police or designee. The additional monies paid to trainers shall be effective the first pay after the adoption of this agreement. This program shall be in effect for the duration of this agreement.

- 35.3: Employees 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.

ARTICLE XXXVI
RETIREMENT

- 36.1: Retirement benefits shall be in accordance with the terms outlined under Chapter 22 of the former City Charter, as amended, and to be further amended in accordance with agreement reached during negotiations. Unit employees cannot purchase military service credit after July 1, 1998. New full-time unit employees must purchase, if at all, part-time pension service credit (if otherwise eligible) within 2 ½ years of becoming full-time. An employee retiring on a duty or non-duty disability pension cannot have a beneficiary other than a current spouse. Effective July 1, 1999, the 62.5% pension cap shall be increased to 65%. There shall be no change in the 2.5 pension multiplier. Effective January 1, 2002, an additional 1.25% increase in multiplier per year for 27 through 30 years with a cap of 70%.

For purposes of final average compensation calculations, back pays will be allocated to the time at which the compensation would have been paid so all employees will be treated equally regardless of separation date.

ARTICLE XXVII
CLOTHING AND MAINTENANCE ALLOWANCE

37.1: Employees in the Dispatch Supervisor Bargaining Unit shall be paid an annual clothing and maintenance allowance of Four-Hundred Dollars (\$400.00) per year. The annual allowance shall be prorated on the basis of a quarterly allotment and paid at the end of the second pay period of each quarter beginning in December of 1998 for the quarter of October through December. Any employee beginning or terminating his employment during the quarterly period shall receive a prorated portion of the quarterly allotment. The allowance shall continue to be paid as long as the employee remains in the active service of the City as a Dispatch Supervisor.

Provided further that each employee receiving such allowance shall maintain and replace clothing as may be required by the City of Dearborn, after periodic inspections. It is further provided that the City shall furnish the dispatchers, as well as dispatchers yet to be employed, with their first uniforms, which shall not be charged against this allotment.

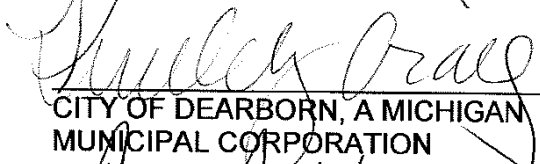
37.2: Employees wearing uniforms shall not wear other clothing that has insignia, emblems, or representations of other organizations, businesses, teams, etc, except for the name of the manufacturer of the uniform. Uniforms shall only be worn while on duty (as directed by supervision), including commuting to and from work, and shall remain the property of the City.

ARTICLE XXXVIII
DURATION OF AGREEMENT

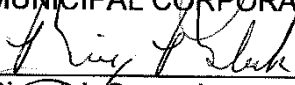
38.1: This Agreement shall continue in full force and effect up to and including June 30, 2010.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed

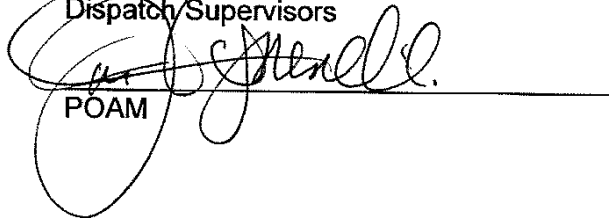
this 22 day of OCTOBER, 2010.



CITY OF DEARBORN, A MICHIGAN
MUNICIPAL CORPORATION



Dispatch Supervisors



POAM

The Agreement concurred in by the Dearborn Civil Service Commission Resolution No 7346-10 adopted August 18, 2010 and Dearborn City Council Resolution No. CR 9-539-10 adopted September 7, 2010.

Attachment A

PENSION

Effective 7/1/02:

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

1. Employees must contribute 2% of pay, and City must contribute 4% of pay.
2. For each additional 1% of pay (up to a combined 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). The employee must elect to defer their DB Pension and select the DC Plan within the 6 months following the service cap.
3. An election into the DC Plan is an irrevocable decision.

C) OTHER

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

Any vested defined benefit plan member can elect to defer the accrued defined benefit pension benefit and participate in the defined contribution plan on a prospective basis. Final average compensation calculations will be based on the earnings and service time at the time of deferral. Payment of the deferred benefit will begin when otherwise eligible. This is an irrevocable voluntary decision and requests must be employee initiated during the annual benefits open enrollment period with changes effective July 1st, or first full pay period, of the following fiscal year.

ATTACHMENT B REGARDING PTO

FINANCE DEPARTMENT

TO: MAYOR GUIDO

FROM: JAMES J. O'CONNOR, FINANCE DIRECTOR

VIA: VALERIE MURPHY-GOODRICH, HUMAN RESOURCES ADMINISTRATOR
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 administrator's office 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.”