

A G R E E M E N T

By and Between

CITY OF DEARBORN HEIGHTS, MICHIGAN

and

DEARBORN HEIGHTS POLICE OFFICERS ASSOCIATION

1992 - 1996

Dearborn Heights City of

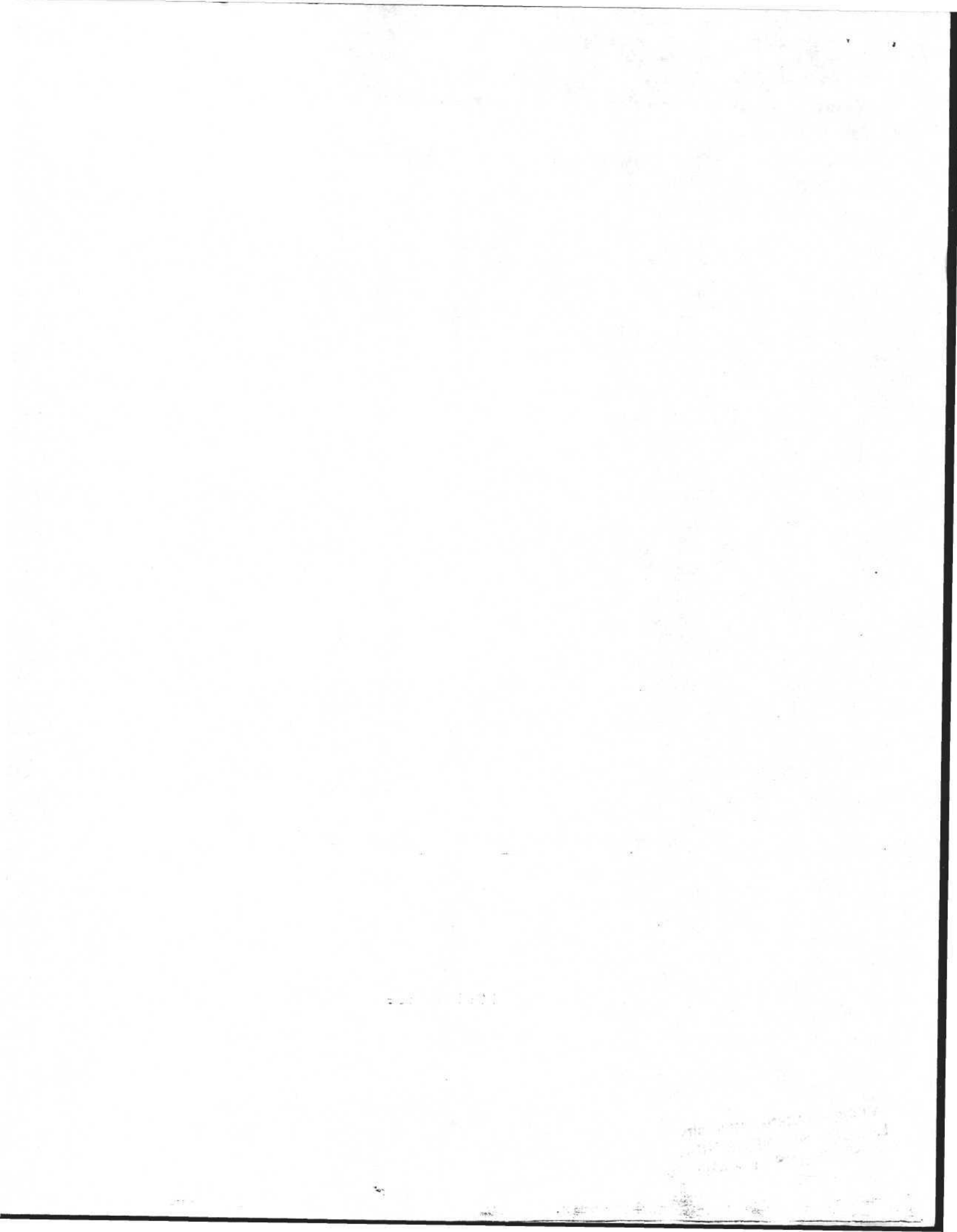


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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1

Parties

This Agreement is between the City of Dearborn Heights, Michigan (hereinafter referred to as "City" or the "Employer") and the Police Officers' Association of Michigan (POAM) and its affiliate, the Dearborn Heights Police Officers' Association (DHPOA), (hereinafter referred to as "POAM", "DHPOA: or "Union").

ARTICLE 2

Purpose and Intent

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Dearborn Heights in its capacity as an Employer, its employees, the Union and the citizens of the City of Dearborn Heights, Michigan.

ARTICLE 3

Recognition and Coverage

The City recognizes the Police Officers' Association of Michigan as the sole and exclusive bargaining agent for all police officers below the rank of corporal, and excluding detectives to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the

(1992-1996)

Public Acts of 1965, including but not limited to matters relating to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 4

Union Activities

Police officers and Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

ARTICLE 5

Agency Shop

Section 1. The parties recognize that all employees covered by this Agreement shall pay their fair share of the cost of negotiating and administering the Agreement.

Section 2. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees and assessments, or shall pay a collective bargaining service fee for cost of negotiating and administering this and succeeding agreements.

Section 3. Any employee who has failed to either maintain membership or pay the requisite agency fee shall

not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

- (a) The Union has notified such person by letter addressed to that person's last known address spelling out that such person is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, such employee will be reported to the City for termination from employment as provided for herein, and
- (b) The Union has furnished the City with written notice that the foregoing procedure has been followed or has supplied the City with a copy of the notice that the employee has not complied with such request. The Union must further provide the City with written demand that the employee be discharged in accordance with this Article.

ARTICLE 6

Check-Off

Section 1. The City shall deduct monthly dues or equivalent agency service fees as above provided, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees and assessments, or equivalent agency service fees, as above provided.

Section 2. The City agrees to deduct from the pay of each police officer from whom it receives a written authorization to do so, the amount specified upon the authorization. Each police officer utilizing the City deduction from pay for the remittance of sums to the Union shall provide the City an authorization in the form attached hereto as Appendix A. The form shall include an agreement by the police officer to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of action taken or not taken by the City for purpose of providing the deduction service. Furthermore, the police officer shall agree that in the event a refund is due such police officer for any reason, such police officer shall seek such refund from the Union.

Section 3. Such sums deducted from a police officer's pay, accompanied by a list of the police officers from whose pay they have been deducted and the amount deducted from such deductions shall be forwarded to the Union Treasurer at 6045 Fenton, Dearborn Heights, Michigan 48127, by the last day of the month in which the deduction is made.

Section 4. In the event that a refund is due any police officer for any sums deducted from wages and paid to the Union, it shall be the responsibility of such police officer to obtain appropriate refund from the Union.

Section 5. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

ARTICLE 7

Other Agreements and Organizations

Section 1, Other Agreements. The City shall not enter into any agreements with employees covered by this Agreement individually or collectively or with any other organization seeking to represent such employees which in any way conflicts with the provisions hereof.

Section 2, Other Organizations. Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

Section 3.

- (a) Police cadets shall not be used to replace full time sworn police officers of the City of Dearborn Heights.
- (b) Police cadets shall not be used to fill any present or future positions in the Dearborn Heights Police Department that would normally be filled by a member of the DHPOA.

- (c) Police cadets shall wear a uniform which distinguishes them from police officers.
- (d) Police cadets in all instances shall work under the direct supervision of a sworn police officer in the City of Dearborn Heights.
- (e) The Police Cadet Program shall be administered by a sworn member of the Dearborn Heights Police Department. The Union shall have the right to request in writing and obtain a meeting between its president, one designated Union representative, the Chief, and the Cadet Program administrator to discuss the operation and administration of the Cadet Program. Said meeting shall be held during regular business hours. The request shall set forth the Union's proposed agenda and the meeting may be limited to the agenda set forth in the request.

Section 4. The City shall have the right to use civilian dispatchers instead of sworn police officers.

ARTICLE 8

Representation

Section 1. The DHPOA shall be represented in all negotiations by the Board of Directors as set forth in the Constitution and By-Laws of the DHPOA and such counsel, legal, economic or otherwise, as they shall retain. The City shall negotiate with those representatives and their counsel as herein provided.

Section 2.

- (a) All members of the bargaining unit shall have the right to be represented by the Police Officers' Association of Michigan and/or an officer of the local union, and/or such Counsel as deemed necessary by the Union, at all grievance meetings with the City, disciplinary conferences or procedures. However, such representation shall not exceed two (2) representatives, and the Union shall designate its spokesperson. The City will provide the Union with at least thirty-six (36) hours prior written notice of any hearing or board action at which disciplinary action against a bargaining unit member will be discussed or heard by such hearing or board.
- (b) This section shall not preclude any member from representing themselves; provided, however, the results of such action shall also be given in writing to the Union within three (3) days.

Section 3. The President of the DHPOA shall act as Chief Steward. There shall be an alternate for each steward and the Vice-President shall act as the alternate Chief Steward. There shall not be more than four (4) principal stewards not counting the Chief Steward.

Section 4. The President and the shift steward of the Grievant shall act as a grievance committee.

Section 5. According to the Constitution and By-Laws of the DHPOA, officers and other representatives of the DHPOA

shall be afforded time during regular working hours without loss of pay to fulfill their DHPOA responsibilities. This is to include all general meetings, Board meetings, negotiations with the City, processing of grievances, and administration and enforcement of this Agreement, General Union meetings, same not to exceed one per month. President of the DHPOA shall be assigned police duties in the police station between the hours of 9:00 a.m. and 5:00 p.m., or hours in agreement with the Chief of Police, Monday through Friday, during which the President will be allowed to handle all DHPOA business that will come before the President, and attend all meetings pertaining to the DHPOA during said hours without loss of time. DHPOA business shall take precedence over all other non-emergency duties assigned to the President. The President will account for all time spent away from the Police Department while conducting DHPOA business if so directed by the Chief of Police or the Mayor.

Section 6. Up to three (3) elected delegates of the Union will be excused from work up to three (3) work days for the purpose of attending conferences or seminars relating to the administration of the collective bargaining agreement provided those conferences or seminars are held outside the City limits of the City and that the City is not required by manpower restrictions to call in persons to replace persons attending; provided one Union designated person shall be permitted to attend such conference whether

or not call in is necessary. Designated delegates will receive their regular pay from the City but shall not be considered on duty. The City will not be responsible for any delegate expenses incurred as a result of attending such conference or seminar.

ARTICLE 9

Seniority

Section 1. Seniority of a new police officer shall be commenced after the officer has completed probation period of one (1) year and shall be retroactive from date of last employment as a sworn police officer. Probationary Officers may be disciplined or terminated at any time in the sole discretion of the City and without recourse to this Agreement. A police officer shall forfeit such officer's seniority rights only for the following reasons:

- (a) The officer resigns.
- (b) The officer is dismissed and is not reinstated.
- (c) The officer is absent without leave for a period of five (5) days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
- (d) The officer retires.

Section 2.

- (a) A seniority list shall be furnished to the DHPOA by the City annually.
- (b) When the City has prepared the seniority list, that list shall be posted within the station in conspicuous

locations and a copy shall be provided to the Union. Employees shall be permitted to grieve their improper placement on that list; provided, however, that any such grievance shall be filed within thirty (30) days of the posting. A failure to timely grieve in one year shall not preclude a timely grievance in a succeeding year, but it shall preclude a claim for back pay arising prior to the subsequent posting.

A police officer shall not be permitted to advance on the seniority list due to name change, or to gain economic benefits due to City error.

ARTICLE 10

Promotions, Layoffs, Recalls and Leave of Absence

Section 1. Promotions, layoffs, and recalls shall be in accordance with the provisions of Act 78, Public Acts of 1935, as amended.

Section 2. A laid-off employee shall retain recall rights for a period not to exceed the employee's Departmental seniority or retirement age, whichever is sooner.

Section 3.

(a) A police officer shall be entitled to a leave of absence for specified purposes and period of time without loss of seniority.

(b) (1) Leaves shall be granted for a period of up to three (3) months to employees who are physically or mentally or otherwise disabled from performing their duties, upon showing proper proof of such disability through the period of absence from a fully qualified medical doctor (M.D.) or doctor of osteopathy (D.O.).

(2) An M.D. or D.O.'s statement concerning disability shall include to the extent possible:

- a) Patient's illness;
- b) How and why the illness disabled the patient;
- c) The period of expected disability, including start and estimated return to work date.

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

(d) Pregnancy shall be considered a disabling illness for purposes of this section.

(e) A police officer during a leave of absence shall not do any type of police work.

- (f) If the police officer returns within the period or periods granted, said police officer's "Continuous Service Time" will not be interrupted.

ARTICLE 11

Duty Assignments

Section 1. When there is a duty opening in a Bureau in the Uniform Division, other than road patrol, such duty opening shall be posted for ten (10) calendar days and shall be assigned to one of the three highest seniority officers qualifying and requesting same with the following exceptions subject to a probationary period of ninety (90) calendar days.

- (a) All duty assignments of whatever duration shall be posted and subject to this procedure but it is understood that the City shall have no obligation to maintain an assignment for any specific duration.
- (b) There may be more than one (1) request in a calendar year and if an officer is selected, such officer may be required to serve for a minimum of two (2) years in the job requested providing such officer passes the probationary period. Provided, however, an officer may request a job transfer which must be in writing and the City may not unreasonably deny said request.
- (c) The City shall choose from among the top three (3) seniority officers requesting and qualifying. The City

may consider an individual's resume but submission of same shall not be mandatory.

- (d) An officer assigned to full time intelligence work shall not be subject to this procedure.
- (e) An officer selecting and placed into a duty assignment under this procedure may be removed for cause or removed upon mutual agreement between the affected officer and the City.
- (f) In the event the duty assignment is terminated by the City, the officer shall be re-assigned in accordance with the officer's seniority and qualifications.
- (g) In the event the Union feels that the Department has selected on the basis of favoritism, same shall be subject to the grievance procedure.

Section 2.

- (a) There shall be a separate work schedule for Traffic Bureau officers, however the City reserves its right to amend or make reasonable schedule changes with thirty (30) days notice prior to doing so. Both parties agree to meet and discuss any adjustments in the schedule prior to implementing said change.
- (b) The Traffic Bureau officer on "stand-by" for any given weekend, 11:00 p.m. Friday to 7:00 a.m. Monday shall receive eight (8) hours compensatory time for being available. All Traffic officers also agree to be available within four (4) hours after their tour of duty

and the four (4) hours before the start of their tour of duty, if no other officers are working. If after calling all Traffic officers for fatal or serious accident, on week days, and none are able to respond, the Traffic officer on "stand-by" for that weekend shall respond.

- (c) The Union agrees that the Chief shall designate production and selection criteria for a Traffic Bureau. The Union reserves the right to grieve the reasonableness of the production criteria.

Section 3. The City, in its discretion, may elect to offer rotating Detective Bureau orientation assignments of three (3) months duration in accordance with the following requirements:

- (a) Selection shall be offered by seniority, highest seniority first.
- (b) Selection shall be made simultaneously with shift selection.
- (c) Once having served in the orientation program an officer is not eligible to re-participate in such program.
- (d) Officers participating in the program will not do felony matters assigned to the Detective Bureau.
- (e) Upon completion of the three (3) months orientation assignment the participating officer will receive \$100 if the officer has served the entire three (3) month period.

- (f) The orientation program is voluntary.
- (g) There shall be no more than two (2) such assignments at any one (1) time.

ARTICLE 12

Road Patrol Assignment

Section 1. Road patrol shifts shall be of three (3) months duration, and the number of shifts and their hours shall be established by the City.

Section 2. Road patrol shifts shall be selected by seniority with the exception that new hires shall be assigned by the City, in the City's discretion, for a period of their probationary period for such new hire.

Section 3. The City shall post a list of shift assignments fifteen (15) days prior to shift change, and once posted will not be changed unless mutually agreed to by the parties, or to meet particular police needs for particular conditions on a temporary basis, by seniority.

Section 4. For a period of an officer's probationary period, a patrol officer shall be assigned to whichever shift is most beneficial to the furthering of said officer's training, even to the extent that it may infringe upon another officer's seniority rights.

Section 5.

(a) Whenever an imbalance in road patrol shift members exists due to resignation, retirement, long-term sickness or disability (excess of 30 days), the Employer

shall have the right to return that balance by reassignment of road patrol officers from other shifts as described below:

- (1) Volunteers by seniority, most senior employee first.
 - (2) Non-volunteers by seniority, least senior employee first.
- (b) Non-volunteers will be assigned from the shift(s) to be reduced. It is the intent of the parties to minimize the scrambling of shifts.
- (c) Employees will be returned to their shifts when the cause requiring reassignment ceases, non-volunteers first.
- (d) In the event shift selection dates occur during a period of reassignment, such reassigned officer shall select in accordance with the contract rights as if that officer had not been reassigned. In the event the cause of original reassignment has not terminated following the selection process, the City shall again reassign in accordance with subparagraph (a) of this section.

Section 6. Change of shift shall be considered a just and reasonable disciplinary penalty in cases where there is cause for discipline. In the event that an employee is transferred to another shift for disciplinary reasons, no other employee will be displaced from their respective shifts because of that disciplinary action. An employee who

was transferred for disciplinary reasons, will not without a showing of sufficient cause related to the offense, be required to stay on the shift that officer was transferred to because of the discipline for more than three (3) months.

ARTICLE 13

Partnership Assignments

Section 1. City will accommodate partner requests on a reasonable basis, consistent with the needs of the Department and in conformance with this Article. Partnership assignments once made for a shift will not be changed for a period of the shift except for assignment of probationary officers by the Chief of the Department, and as provided in Section 4.

Section 2. The City may assign partners to probationary patrol officers for the period of their probation. Seniority officers shall not be required to work with any single probationary patrol officer for a period in excess of three (3) months.

Section 3.

(a) Patrol officers called in on a shift shall be assigned patrol division duties causing call in before the City splits a partnership assignment on that shift:

(b) Splits of patrol division partnership assignments during a shift shall be accomplished by the least senior patrol officer in the patrol division assigned to the shift on which the split is to take place being selected.

(c) A patrol officer whose regularly assigned partner is absent shall be assigned division duties within the department before regularly assigned partnerships are split.

Section 4. When police officer partners have been jointly suspended for their conduct or when one partner has been suspended for conduct where the other partner has had the opportunity to report that conduct but has not done so, the City may prohibit the involved partners from selecting each other as partners for a period of six (6) months. Such change may be effected upon resolution of the appeal process; provided that officers who have not been disciplined in accordance with this language shall not be subject to an involuntary partnership assignment to accommodate such prohibition for a period in excess of three (3) months. Partnership assignments in accordance with this section shall be made by the Chief after discussion with the President of the DHPOA.

ARTICLE 14

Salaries and Other Economic Benefits

The Salary Schedule is listed in Article 44 and other monetary benefits are described in other topically labeled articles.

ARTICLE 15

Hours of Employment

Section 1. The work schedule for employees shall be five (5), eight (8) hour work days for a total of forty (40) hours each week.

Section 2. Employees assigned to work shifts that run consecutive for six (6) work days shall be paid overtime for any days worked thereafter until the employee is off two (2) days, unless requested by a police officer, then such officer waives any overtime.

Section 3. All shifts shall be eight (8) straight hours.

Section 4. Overtime Equalization.

(a) Police officers shall work overtime upon request and approval of their Department Supervisor. The Department Supervisor by seniority, highest seniority first, shall request police officers to work. Shortages in department personnel will be made up by the Department Supervisor's requiring to work, least senior officer first, such numbers of police officers as is necessary to secure a full complement of employees.

(b) The City shall attempt to equalize overtime as nearly as practical among employees holding the same rank. Whenever overtime is required in a rank, the person with the least number of overtime hours in that rank will be called first, and so on through the index in an attempt

to equalize the overtime hours. For the purpose of this clause, if an officer is not available at the time of call, the officer is not available and will not be charged. The total equalization will be based only on the maximum number of hours worked by the officer during that period. Overtime hours refused by an officer shall be charged against same for that number of hours requested.

(c) On January 1st of each year, the accumulation of hours for all police officers will be reduced to zero (0) and the list commenced again with no transfer of accumulated hours from year to year. Police officers newly entered in a group as a new employee shall not be entitled to overtime for the first six (6) months. After six (6) months a new employee shall be credited with the highest number of hours of the equalization group which that person enters. Transferred employees shall be credited with the highest number of hours of the equalization group which that person enters. Any discrepancies or inequities in the equalization process shall be remedied by scheduling overtime hours to be worked.

(d) It is understood and agreed that a police officer working on a specific job task other than a continuing road patrol at the end of a shift upon which job overtime is required that day shall be given the first

opportunity to work such overtime. However, hours worked in excess of three (3) hours shall be charged to the equalization list.

(e) Excluded from the requirements of overtime equalization is overtime arising out of, and paid for by, private sources. The City agrees to permit the Union to schedule private origin overtime provided that the Union makes a good faith effort to assure the presence of the required number of officers who shall be subject to all the rules, regulations and the authority of the Department; provided, further, that the City reserves the right to withdraw private source overtime scheduling from the Union in the discretion of the City, but if such withdrawal occurs, such private source overtime shall again be subject to equalization procedure as set forth by the Dearborn Heights Police Officers Association. The City shall attempt to provide the Union with reasonable notice consistent with notice received by the City of private source overtime.

(f) The Police Officers Association will maintain an equalization chart or list for the Department. In addition, representatives of the Union and the Department will meet upon request of either party for the purpose of insuring that overtime is being equalized in accordance with the procedure.

- (g) Officers who are on authorized vacation, funeral leave, sick leave or who have previously notified the Department in writing of their unavailability due to being out of town shall not be charged with overtime penalties for failure to respond upon call.
- (h) Any employee who is absent from work due to illness shall not be eligible to be called for overtime, until that employee returns to work following such absence for one complete shift.
- (i) (1) No bargaining unit member shall be required to work in excess of fourteen (14) consecutive hours in any twenty-four (24) consecutive hour period or be charged with an overtime refusal unless the available or assigned City executive declares an emergency affecting the entire division whereupon there will be no refusal.
- (2) No bargaining unit member shall be permitted to work more than fourteen (14) consecutive hours without approval of the shift Commander.

Section 5...

- (a) Roll call shall be considered work time of the regular eight (8) hour shift.
- (b) The City shall be permitted to establish overlapping shifts of up to 30 minutes per shift.

ARTICLE 16

Work Schedules

Section 1. The work schedule shall be posted at least fifteen (15) days in advance of the start of the new schedule where possible.

Section 2. A Bargaining Unit person once assigned to a particular slot on any shift shall continue their leave/work schedules while remaining in that shift provided such person is not bumped by a senior officer and provided further that existing partnerships are maintained.

ARTICLE 17

Trading Times

Subject to departmental manpower requirements, police officers shall be permitted to voluntarily trade work or leave days; providing that employees scheduled to work must inform the City in advance of any voluntary trade of work days or leave days and such originally scheduled employee shall be responsible for the attendance of the scheduled officer's replacement and absences of replacements shall be charged to the originally scheduled employee unless scheduling is changed in the scheduling book; provided further, that no employee shall trade days with any other employee for the purpose of achieving any premium payments due under this contract.

ARTICLE 18

Minimum Personnel

Section 1. The City agrees in principle that a minimum of two (2) police officers shall occupy each scout car after sunset. No officer shall be required to work a one (1) person car after sunset unless officer agrees to work a one person car.

Section 2. Notwithstanding anything in this Agreement to the contrary, the following one (1) person car option shall be permitted for eligible officers so electing:

- (a) One person cars will operate from sundown to sun up.
- (b) Electing officer must have a minimum of one (1) year of seniority.
- (c) Election will be made at time of shift selection for a minimum period of three (3) months.
- (d) Officers electing will receive a flat \$160 allowance for each three (3) months of service if the officer has served the entire three (3) month period.
- (e) During the period from sundown to sun up and when the one (1) person car option is in effect:
 - (1) The City will maintain a two (2) person car in the North end and a two (2) person car in the South end which will be primarily assigned to questionable runs.
 - (2) City will continue to dispatch multiple cars on questionable runs.

- (3) No one (1) person unit will be dispatched on a questionable run without backup.
- (f) The election described in this section is a voluntary election of the electing officer.

ARTICLE 19

Part-Time, Off-Duty Employment

It shall be permissible for members of the DHPOA to engage in off-duty employment, not inconsistent with the standards contained in the manual and regulations published by the Department, upon prior notice and permission of the Chief, said permission not to be unreasonably withheld. Authorization shall not exceed twenty-four (24) hours per week.

ARTICLE 20

Stand By

Officers shall not be placed upon mandatory "Stand By" time status on leave days with the exception of an emergency; provided, however, in the event a police officer is placed on mandatory stand by; an emergency or otherwise, while on leave same shall be entitled to four (4) hours compensatory time, on a regular work day same shall be entitled to two (2) hours compensatory time. If an officer is called for duty and does not respond, he or she shall be charged for overtime purposes as having worked the number of hours worked by that officer responding.

ARTICLE 21

Bulletin Boards

The City agrees to furnish and maintain a suitable bulletin board in a convenient place for the posting of DHPOA notices and other material.

ARTICLE 22

Meetings

The DHPOA may schedule and conduct its meetings on Police Department property provided it does not disrupt the efficient operation of the Department.

ARTICLE 23

Maintenance of Conditions

Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. The City will make no unilateral change in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise. No police officer shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. Where this Agreement and any rules and regulations governing the Department of Police are in conflict, this Agreement shall be given effect.

IN WITNESS WHEREOF, the City of New York has caused this Agreement to be signed by its duly authorized officers and the Department of Police has caused this Agreement to be signed by its duly authorized officers.

WITNESSED BY ME, the Mayor of the City of New York, on this 1st day of September, 1992.

ARTICLE 24

Changes in Working Conditions

A copy of each special order, general order, procedural directive, notation or training bulletin shall be furnished to the Association President.

The DHPOA President or the next assistant in line shall be given written notice in advance of any anticipated major change in working conditions, and a good faith conference shall be held thereon before it is placed in effect. Emergency situations shall be exempt.

A special conference on important matters shall be arranged between the DHPOA President or designated representative and the Chief of Police or designated representative upon the request of either party. Arrangements for special conferences shall be made three (3) calendar days in advance wherever possible and an 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 the special conference shall be confined to those on the agenda.

ARTICLE 25

Adoption by Reference

The parties further agree that all provisions of the City Charter, Ordinances and Resolutions of the City Council, as amended from time to time relating to the working conditions and compensation of police officers, are incorporated herein by reference and made a part hereof to

the same extent as if they were specifically set forth, provided that no provision of the City Charter and/or Ordinances and Resolutions of the City Council shall operate to diminish, prejudice or otherwise compromise the rights with regard to working conditions and compensation herein provided.

The parties have adopted a drug testing program by separate document.

ARTICLE 26

Bill of Rights

The law enforcement officers' bill of rights shall provide law enforcement officers of Dearborn Heights statutory protection for certain rights enjoyed by other citizens. The bill of rights shall provide but shall not be limited to the following:

Section 1, Political Activity by Law Enforcement Officers. Except when on duty or when acting in an official capacity, no law enforcement officer shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

Section 2, Rights of Law Enforcement Officers While Under Investigation. Whenever a law enforcement officer is under investigation or subjected to interrogation by members of DHPD or any other investigative agency, for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted under the following conditions:

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(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

(b) The investigation shall take place either at the command of the investigating officer or office of the Chief of Police in which the incident allegedly occurred, as designated by the investigating officer.

(c) The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator.

(d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the names of all complainants.

(e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

(f) The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action. No

promise or reward shall be made as an inducement to answering any questions.

- (g) The complete interrogation of a law enforcement officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
- (h) If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, such officer shall be completely informed of all that officer's rights prior to the commencement of the interrogation.
- (i) At the request of any law enforcement officer under interrogation, that officer shall have the right to be represented by counsel or any other representative of such officer's choice who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement services.

Section 3, Representation of Complaint Review Boards.

Whenever a police complaint review board is established which has or will have in its membership other than law enforcement officers, such board shall include in its membership a proportionate number of representatives of the law enforcement agency.

Section 4, Civil Suits Brought by Law Enforcement Officers. Law enforcement officers shall have the right to bring civil suit against any person, group of persons or any

organization or corporation or the heads of such organizations or corporations, for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of the officer's performance of official duties.

Section 5, Disclosure of Finances. No law enforcement officer shall be required or requested, for purposes of assignment or other personnel action, to disclose any item of that officer's property income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household), unless such information is obtained under proper legal procedures or tends to indicate conflict of interest with respect to the performance of that officer's duties. This paragraph shall not prevent inquiries made by authorized agents of a tax collecting agency in accordance with acceptable and legally established procedures.

Section 6, Notice of Disciplinary Action. No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against a law enforcement officer, unless such law enforcement officer is notified of the action and the reason or reasons therefor prior to the effective date of such action.

Section 7, Retaliation for Exercising Rights. No law enforcement officer shall be discharged, disciplined, demoted or denied promotion, transfer, or reassignment, or otherwise be discriminated against in regard to such officer's employment, or be threatened with any such treatment, by reason of such officer's exercise of the rights granted in the law enforcement officers' bill of rights. No law enforcement officer shall use information received pursuant to this Article to harass or intimidate complaining witnesses.

Section 8. No police officer shall be required to make any oral statement concerning any alleged misconduct on the officer's part unless such officer has first been given notice of that officer's representation rights.

Section 9. No provision of this bill of rights is intended to prohibit the City from offering to the Union President a proposed settlement of disciplinary action, whether imminent or effective.

ARTICLE 27

Discipline

Section 1. No police officer shall be discharged or otherwise disciplined except for just cause. The claim of any police officer that such officer had been unjustly discharged or otherwise disciplined shall be processed as a grievance, including arbitration.

Section 2. Penalty once levied may be reduced but may not be increased.

ARTICLE 28

Presentation of Grievance

Section 1. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an employee, authorized representative of the bargaining unit, or the City. Grievances are limited to matters of interpretation or application of express provisions of this Agreement including interpretation and application of Department rules, regulations and orders not previously approved by the DHPOA and shall at a minimum set forth the following information:

- (a) Article and Section of the Agreement allegedly violated, and
- (b) Date of occurrence of each alleged violation, and
- (c) Manner of alleged violation including the name, if applicable, of the management representative who allegedly violated the Agreement.

The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be filed within thirty (30) calendar days after the occurrence of the circumstances giving rise to the

grievance otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Step 1. If a member of the DHPOA feels aggrieved, such member shall report this to the President of the DHPOA and/or steward who will assist in the presentation of such member's grievance. The President or steward shall file a written grievance on behalf of the employee with the employee's immediate supervisor, or, if not available, the next ranking officer in charge. The immediate supervisor or higher ranking officer, whichever the case may be, shall make known the disposition of the grievance in writing seven (7) working days after the grievance is submitted to such officer.

Step 2. If the grievance is to be appealed, then it shall be submitted within twenty (20) working days from the date of the written disposition of the grievance as per Step 1, to the Chief of Police or his Deputy, who shall reply in writing within seven (7) work days after the grievance is submitted to him. A meeting between the Chief and the Grievance Committee shall be held to discuss the grievance within the seven (7) work day period. The death, disability, vacancy, or absence of the Chief of Police shall not cause an extension of the seven (7) work day period provided for in Step 2, but recourse shall be had to Step 3 at the end of the seven

(7) work day period, the same as would obtain if the meeting were held and the grievance unresolved.

Step 3. If the grievance is not resolved within the seven (7) work day period provided in Step 2, the grievance shall be submitted to the Mayor or designated representative, within ten (10) working days of receipt of the City's response in Step 2. The Mayor or designated representative will meet with not more than one (1) POAM representative and one (1) employee member of the Department within ten (10) working days of receipt of the grievance at Step 3 unless the meeting is waived by mutual agreement of the parties. In cases of discipline not more than two (2) disciplined persons. The Mayor or designated representative shall reply in writing within twenty (20) days after the meeting between the parties is held.

Section 2. Grievances affecting a number of police officers may be treated as a policy grievance and entered directly at the second step of the grievance procedure.

Section 3. Grievances arising out of the same or similar set of facts or incident shall be so consolidated and handled as one grievance. If the matter is resolved or goes to arbitration, the decision shall apply to all grievances.

Section 4. A copy of any correspondence to be placed in the officer's departmental personnel file or Civil Service file will be sent directly to the officer.

Section 5. In processing previously filed grievances, the City shall provide relevant information to the Union upon written request specifying the information requested.

Section 6. Any grievance concerning health and safety be entered directly at the second step of the grievance procedure.

Section 7. Time limits between the various steps may be waived and/or extended by mutual written agreement.

ARTICLE 29

Arbitration

Section 1. If the grievance is not resolved at Step 3, either the Union or the City may submit the grievance to arbitration by providing timely written notice of intent to arbitrate and ^{to} initiating such proceedings within thirty (30) calendar days of the Step 3 answer. In matters of discipline, if the Union decides not to proceed to arbitration, it shall within the same thirty (30) calendar day period provide the City, the Act 78 Civil Service Commission, and the disciplined member(s) with written notice of its intent not to proceed to arbitration. Upon service of said notice not to proceed to arbitration upon the City, the City may not thereafter, except as provided in

Section 11, defeat such member'(s) Act 78 election by demanding to arbitrate the grievance.

Section 2. If the Union provides written notice of its intent not to proceed to arbitration on a grievance involving discipline only, the disciplined bargaining unit member may within five (5) calendar days of the date of receipt of said notice elect to proceed, on such disciplined member's behalf, in accordance with the provisions of Act 78 and under Act 78 by filing a written appeal of that member's discipline with the Act 78 Civil Service Commission. Failure to make a timely filing with the Act 78 Civil Service Commission as required by this section shall constitute abandonment of the grievance by the disciplined bargaining unit member and such grievance shall thereafter be considered forfeited and no longer existing. It shall be presumed that a disciplined Union member receives Union notice not to proceed in not more than twenty-one (21) calendar days following the date of the notice or mailing, whichever is earlier.

Section 3. If the disciplined bargaining unit member(s) elect to proceed, in accordance with Section 2 under Act 78, the Union has no further obligations to that member(s) under this Agreement in regard to the grievance, except as provided in Section 11, and it agrees, in consideration of this opportunity being made available to the member(s) not to

represent or assist the member(s) directly or indirectly before the Act 78 Civil Service Commission.

Section 4. In the event that neither the City nor the Union serves a written notice as provided in Section 1, the matter shall be considered as settled on the basis of the last written disposition made in the grievance procedure.

Section 5. If either the City or the Union serves timely notice of intent to arbitrate, the unresolved grievance shall be arbitrated before an arbitrator, by the Union submitting the matter to the American Arbitration Association requesting that one (1) Arbitrator be selected with assistance and under the rules of the American Arbitration Association and by giving written notice to the other party.

Section 6. The Arbitrator shall have no power or authority to add or subtract from or modify any of the terms of this Agreement.

Section 7. The grievance and arbitration procedures provided herein shall be the sole and exclusive remedy for all matters arising out of this Agreement for the Union, the City and bargaining unit members. Except as provided in Section 11, the sole and exclusive remedy for a disciplined bargaining unit member(s) who has received notice of intention not to proceed to arbitration from the Union, shall be under Act 78 in accordance with Section 2 of this Article.

Section 8. The expenses of the Arbitrator shall be paid by the losing party for grievance arbitration. Each party shall make arrangements for and pay the expenses of representatives and witnesses which are called by them.

Section 9. The decision of the Arbitrator shall be final and binding upon the City, the Union and the affected police officers.

Section 10. The decision of the Arbitrator, in any case, shall not require a retroactive wage adjustment in any other similar case then pending.

Section 11. If the Union decides to arbitrate in a discipline situation, that election to arbitrate binds all disciplined members growing out of the facts which were the subject of the discipline and who have grievances pending.

Section 12. Discipline grievances shall be placed in a pending file under Act 78 until the contract grievance appeals are concluded. The language of this Section shall not be construed to stay the discipline penalty.

ARTICLE 30

Strike and Lockout Prohibition

The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of

the bargaining unit take part in any strike during the term of this Agreement.

The Association and the City will not engage in, sanction or promote strike action or a lockout during the term of this Agreement or any extension thereof.

ARTICLE 31

Conduct Toward Superiors

Police officers shall conduct themselves in an orderly and respectful manner when addressing their superior officers or representatives of the City and shall in return receive fair and courteous treatment from their Superiors, the City or its representatives.

ARTICLE 32

Copies of Contract

The City agrees to deliver a copy of this Agreement to each police officer.

ARTICLE 33

Management Rights

Section 1. The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City.

Section 2. The Union recognizes the exclusive right of the City to establish reasonable work rules, determine

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

Section 3. The City has the right to schedule overtime work as required and consistent with the provisions set forth in Article 48 and Article 15 section 4.

Section 4. It is understood by the parties that every incidental duty connected with assignments enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by such employees.

Section 5. The City reserves the right to classify positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities. The City has the responsibility in such classifications and duty assignments to provide equal compensation for equal work and to reflect duties and responsibilities by appropriate classifications and compensation. In cases where an employee considers that these principles are not being observed, that employee may seek redress through the grievance procedure set forth in Articles 28 and 29.

Section 6. The City reserves the right to discipline or discharge for cause.

Section 7. The City reserves the right in accordance with Article 10, Sections 1 and 2, to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive.

Section 8. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials:

- (a) The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriation, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.
- (b) The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.
- (c) The responsibility of the City for establishing, amending and administering an Act 78 Civil Service merit system of employment, a classification plan, adopting rules and regulations regarding employment and exercising personnel administration responsibilities.

- (d) The responsibility of the City for establishing, amending and administering a compensation plan, and a fringe benefit program including an insurance program, a disability program and other similar programs.
- (e) The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.
- (f) The responsibilities of Department Heads governed by Charter provisions, ordinances and Civil Service rules:
- (1) To hire, assign, transfer and promote employees to positions within the agency;
 - (2) To suspend, demote, discharge or take other disciplinary action against employees;
 - (3) To relieve employees from duties because of lack of funds;
 - (4) To determine the methods, means and personnel necessary for departmental or agency operations;
 - (5) To control departmental or agency budget;
 - (6) To take whatever actions are necessary in situations of emergency to perform the functions of the department.
- (g) The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions and ordinances for this purpose subject to the authority of the departments and the City Council.

(h) The responsibility of the City for establishing, amending and administering the Act 345 Retirement Plan of the City.

Section 9. The Police Chief may convene a disciplinary review board consisting of three (3) supervisor officers with the rank of sergeant or higher to review the circumstances in any contemplated disciplinary action against a police officer and based upon this review to make an advisory recommendation to the Police Chief that the charges are founded or unfounded. Due consideration will be given to the request of the employee in convening such a Board, but in any case the final decision shall be that of the Police Chief.

Section 10. Should the City decide to establish a Public Safety Department, the City will negotiate wages, hours and conditions of employment pertaining to that concept as required by PERA.

ARTICLE 34

Uniforms

Section 1. The City agrees to receive recommendations concerning uniforms from an advisory committee composed of members of the associations recognized by the City. The City shall consult with the advisory committee prior to making changes in the police uniform. It is understood by the parties to this Agreement that this committee is

advisory only and that the final decision rests with the Chief of Police.

Section 2. Hats are optional while on patrol and upon leaving the patrol vehicle.

ARTICLE 35

Letters of Understanding

It is agreed that all economic or non-economic agreements between the parties concerning but not limited to the meaning of this Agreement as it currently exists or may hereafter be interpreted by the parties or added to by the parties by mutual agreement shall be reduced to writing, signed by both parties, and shall be attached to this Agreement and thereafter be considered part of this Agreement.

If, during negotiations for successor agreements, the Union or City does not request that a particular letter of understanding be continued it shall be deemed to have expired on the date of the expiration of the most recent contract.

ARTICLE 36

Separability

This Agreement is subject to the law of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the bargaining unit, and in the event that any provision of the Agreement shall at any time be held to be contrary to law by

a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided thereof, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE 37

Savings Clause

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

ARTICLE 38

Safety

Section 1. The City shall establish a joint Departmental Safety Committee to which the Association shall be entitled to one (1) member. The purpose of the committee is to promote safety and to make recommendations as a committee to the Chief of the Department.

Section 2. The Safety Committee shall meet at least quarterly on the call of either party. The party calling

the meeting shall submit an agenda for the meeting and the responding party shall submit any additional agenda items it wishes considered. The meeting agenda shall be adhered to.

Section 3. The parties further agree that all Department vehicle accidents shall be investigated and a report provided to the Department and the Safety Committee with findings and corrective recommendations, if appropriate.

ARTICLE 39

Credit Union Deductions

The City agrees to provide a Credit Union payroll deduction program for bargaining unit employees so requesting it and so authorizing such deduction in writing on forms acceptable to the City subject to the following conditions:

- (a) The Credit Union shall be the Crestwood Community Federal Credit Union.
- (b) The deduction amounts shall be in uniform increments of \$5.00 per month, every month.
- (c) The City shall not be required to permit an employee revoking a Credit Union deduction authorization to re-participate in such program for a period not to exceed twelve (12) months from the date of revocation.
- (d) In the event a refund is due any individual for any sums deducted from wages and paid to the Credit Union, it shall be the responsibility of such individual to obtain appropriate refund from the Credit Union.

- (e) The individual for whom such deduction is made shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.
- (f) The City shall not be liable for the remittance or payment of sums other than those constituting actual deductions made; and if for any reason the City fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee.
- (g) Each employee utilizing the deduction service from pay for remittance of sums to a Credit Union shall provide the City in written form an agreement by such employee to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of action taken or not taken by the City for the purpose of providing the deduction service; provided further, in such agreement such employee shall agree that in the event a refund is due for any reason such employee shall seek such refund from the Credit Union.

CREDIT UNION DEDUCTION SERVICE AGREEMENT FORM

The undersigned hereby agrees that in consideration of the City of Dearborn Heights, Michigan deducting from

my pay such sums as I have authorized as Credit Union deductions, and remitting such money deducted from my pay to the Credit Union, I hereby agree to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of action taken or not taken by the City for the purpose of providing the deduction service; provided further, that I do hereby agree that in the event a refund is due for any reason, I will seek such refund from the Credit Union.

(Employee Signature)

ARTICLE 40

Physical Assessment

Section 1. The City shall have the option to institute and reinstitute physical assessment programs at City expense during duty time without limitation provided such programs provide confidential medical assessments to bargaining unit members which are not shared with the City by the assessing agency. Examples of such programs include blood pressure screening, weight screening, cholesterol screening, blood chemistry testing including computerized blood chemistry testing, complete blood counts with differential and platelet count, sedimentation rates, liver functions, urinalysis, full physical examinations, psychiatric screening, EKGs and similar medical tests designed to assist a professional in making life style recommendations to the tested individual.

Section 2. Tests may be conducted on City premises or at an off site facility. The testing agency will be selected by the City in its discretion provided that agency is advised of its responsibility to maintain test information

confidential between the testing agency and the tested individual. Participation in the physical assessment program(s) is required.

ARTICLE 41

Miscellaneous

Section 1. After eight (8) full years of seniority in the bargaining unit, a bargaining unit member will be identified as a Senior Patrol Officer which will be accomplished through corporal stripes with no increase in pay or addition of supervisory duties.

Section 2. After fifteen (15) years of actual departmental service, without regard to a member's age, a bargaining unit need not be a resident of the City of Dearborn Heights. It is understood that actual departmental service does not include military time.

ARTICLE 42

Duration

This Agreement shall be effective the 1st day of July, 1992, and shall remain in force and effect to and including June 30, 1996, or until amended or modified by mutual consent.

ARTICLE 43:

Future Negotiations

Either party may, on or after March 1, 1996, serve a written notice upon the other party of its desire to amend or terminate this Agreement. In such event, the parties

shall commence negotiations immediately on such proposed amendments for a succeeding contract.

ARTICLE 44

Annual Base Salary

Section 1. The annual base maximum salary shall be as indicated:

July 1, 1992:	3%	\$ 38,868.01+
July 1, 1993:	3%	\$ 40,034.05
July 1, 1994:	3%	\$ 41,235.07
July 1, 1995:	2%	\$ 42,059.77
January 1, 1996:	2%	\$ 42,900.97

+(City has agreed not to retroactively take away Police Cadet wages tied to police officers salary, but will adjust salary levels of Police Cadets as per the Cadet contract language on this point found at Attachment B (3).

*See Matrix language at Section 3 below.

Persons at salary maximum as above shall not receive the supplemental living allowance described in former Article 45. Because the salaries of persons below maximum are now computed as a percentage of maximum, former Article 45 was deleted from this agreement as no longer applicable.

Section 2. For persons hired into the bargaining unit July 1, 1983 and thereafter, the annual base salary, effective July 1 of each fiscal year during the term of this Agreement, shall be as follows:

	<u>7-1-92</u>	<u>7-1-93</u> <u>and thereafter</u>
Hire	55%	60%
1 Year	65%	70%
2 Years	72%	75%
3 Years	78%	80%
4 Years	85%	90%

Section 3. MATRIX LANGUAGE. It is understood by the parties that certain benefits were agreed to in lieu of wages. For the purpose of resolving future direct salary disputes arising for contract periods commencing on and after July 1, 1996, the parties hereby agree to the establishment of a Matrix of cities.

The Matrix would begin January 2, 1996.

(1) Cities in the Matrix shall be:

- Livonia
- Roseville
- Royal Oak
- St. Clair Shores
- Taylor
- Westland

Cities were established through agreement between the parties.

(2) The following shall be considered as salary or salary equivalent items for purposes of comparing the salaries paid by comparable cities with salaries paid for City of Dearborn Heights Patrol Officers' bargaining unit.

- Annual salary.
- Longevity payments based on 10 years of department service. [\$750.00].
- Holiday payments to the extent those payments are not already included in annual salary.
- Cost of living allowance to the extent not already included in annual salary, if any.
- Gun allowance, if any.

EXAMPLE: For City fiscal year 1996-1997, Patrol Officers will be compared as follows with other patrol officers from the Matrix cities.

	<u>Livonia</u>	<u>Taylor</u>	<u>Westland</u>	<u>Roseville</u>	<u>Royal Oak</u>	<u>St. Clair Shores</u>
Salary						
Longevity						
Holiday						
COLA						
Gun						
Total						

- (3) The totals will be arranged in column form, largest dollar value to the least dollar value. Wherever the City of Dearborn Heights falls in the continuum in relation to the other comparables will be maintained for each subsequent fiscal year after June 30, 1996. If the City of Dearborn Heights is second, then second place will be maintained. If the City of Dearborn Heights is third then third place will be maintained as a percentage above fourth place.

ARTICLE 45

Uniform Allowance

Section 1. Each police officer, at the time of initial hiring, shall receive a first issue of a complete uniform which shall not include a "dress uniform" and shall thereafter keep and maintain an equivalent set of uniforms, in serviceable condition, neat and clean, at their own expense, and shall receive additional compensation therefor, for the maintenance of same, an allowance of Five Hundred Fifty Dollars (\$550.00) payable on or before the 30th of June of each year, provided that persons hired and entering the bargaining unit after June 30, 1983 shall receive zero (0) uniform allowance in their first year of employment, Two Hundred Twenty-Five Dollars (\$225.00) in their second year of employment and the full allowance in their third year of employment.

Section 2. In the event through extraordinary services, articles of uniform and apparel are damaged or destroyed, in the line of duty, upon approval by appropriate officer, said police officer shall receive additional

compensation in an amount necessary to replace said articles destroyed or damaged as soon as reasonably possible.

ARTICLE 46

Holidays and Holiday Pay

Section 1.

(a) For persons in the bargaining unit June 30, 1983, the following calendar day customarily celebrated in lieu thereof, shall be holidays for the purpose of this Agreement:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. New Year's Eve
12. Employee's Birthday

(b) Persons hired into the bargaining unit as of July 1, 1983 and thereafter will be paid for holidays as follows:

Year of Seniority	Number of Paid Holidays
1st	7 (Pro-rated)
2nd	8
3rd	9
4th	10
5th	11
6th	12

Section 2. In lieu of paid holidays or holiday time off, each police officer shall be paid a lump sum equal to one day's base pay multiplied by the number of holidays to

which entitled. Holiday pay to be computed at an hourly rate of pay based on Article 44.

Section 3. New police officers with less than one year's seniority shall be entitled to compensation for only those holidays which are celebrated after the date of such officer's employment.

Section 4. Upon termination of employment, police officers with at least one (1) year Department seniority shall be entitled to receive compensation equal to the number of holidays having occurred since the preceding January 1st and the date of such termination.

Section 5. Holiday pay shall be paid to the police officer on or before the 1st day of December of each year.

ARTICLE 47

Longevity Pay

Section 1.

(a) Police officers in the bargaining unit and on the payroll as of June 30, 1983 shall be paid longevity pay as determined by the hourly rate of pay in effect in the month of November:

2%	After	5 Years Seniority
3%	After	8 Years Seniority
4%	After	10 Years Seniority
5%	After	12 Years Seniority
6%	After	15 Years Seniority
6.5%	After	17 Years Seniority
7%	After	20 Years Seniority

(b) Persons hired into the bargaining unit as of July 1, 1983 and thereafter shall be paid longevity pay as

determined by the hourly rate of pay in effect in the month of November:

Year of Seniority	Longevity Amount
5 Years	\$ 250.00
8 Years	\$ 500.00
10 Years	\$ 750.00
12 Years	\$1,000.00
15 Years	\$1,250.00
17 Years	\$1,500.00
20 Years	\$1,750.00

Section 2. The anniversary date for computing longevity pay shall be December 31st of each year.

Section 3. Longevity pay for a police officer having more than one (1) year at the time of termination of such officer's employment shall be computed pro-rata from commencement date of employment to the 31st of December of each year.

Section 4. Longevity pay shall be paid to the police officer on or before the 1st day of December of each year.

ARTICLE 48

Overtime Compensation

Section 1. In the event that any police officer on a regular shift works more than eight (8) hours, such officer shall receive additional pay at the rate of time and one-half for such time over eight (8) hours. Scheduled overtime at the start of a shift is not call in time.

Section 2. In the event that an officer works a seventh (7th) day, such officer shall receive compensation at the rate of time and one-half, for such period, with a minimum

guarantee of four (4) hours time at overtime pay for call in. If assignment is completed prior to four (4) hours, the officer can elect to go off duty and receive pay only for actual time worked or be given additional assignments to complete the four (4) hours.

Section 3. The above conditions shall not apply to the following:

- (a) A regular shift worked by an officer in lieu of such officer's regular vacation furlough time.
- (b) Volunteer work on the sixth (6th) day for the following non-regular police duty work such as:
 - (1) Escorting funeral.
 - (2) Field Day work.
 - (3) Equipment maintenance and property room work.
 - (4) Such other police duties as may be mutually agreed upon from time to time.

For the excluded work above, the officer shall receive straight time compensation, with a minimum of four (4) hours pay for call in on any given day.

Section 4. In lieu of overtime compensation as provided above, at the election of the police officer, compensatory time in the ratio of 1.5 hours of compensatory time for 1.0 hour of overtime shall be allowed.

Section 5. A police officer may accumulate up to eighty (80) hours compensatory time.

Section 6. Upon resignation, retirement or death of a police officer, full pay shall be due to the police officer or the officer's estate for all accumulated compensatory time.

ARTICLE 49

Court Time Compensation

Section 1. Each police officer when required to attend any court at a time other than regular working shift, shall be paid therefor at a rate of time and one-half the officer's regular rate for actual court time with a minimum guarantee of two (2) hours or compensatory time at officer's option.

Section 2. Court time earned up through and including the 20th of each month shall be paid in the first pay period of the following month.

Section 3. Circuit Court Subpoenas.

(a) All future circuit court subpoenas will be served to the officer involved under the direction of the Deputy Chief of Police. The times and dates listed on the subpoena may be altered, depending on the circumstances of the case and depending on what date the officer's testimony is needed in circuit court.

(b) Any officer receiving a circuit court subpoena in the future shall respond to the court at the date and time specified unless otherwise notified by competent authority that the case has been cancelled or adjourned. In most cases, the Deputy Chief of Police will update

the subpoena one day because of the fact that witnesses are not usually required to testify on the first day of trial. However, if on the first day of the trial the defendant should plead guilty, or the court should otherwise dispose of the cause, the officer will be notified immediately to cancel that officer's subpoena notice. If an officer is subpoenaed to circuit court on a leave day or furlough day, such officer may have the option of being placed on call rather than making a mandatory appearance by notifying the officer in charge of the case and leaving a telephone number where such officer may be reached.

Section 4. Officers will only be placed "on call" upon their own request for which no compensation shall be given. It is not the Department's policy to order any officer on call for court.

ARTICLE 50

Vacations

Section 1. The anniversary date for purposes of computing vacation time shall be the hiring date of each police officer.

Section 2.

- (a) Each police officer hereof in the bargaining unit and on the payroll as of June 30, 1983 shall receive a vacation, after such officer's first full year of employment, ten (10) full working days, fully paid.

After completing such officer's second full year of employment, such officer shall receive twenty (20) full working days fully paid.

- (b) Each police officer hired into the bargaining unit as of July 1, 1983 and thereafter shall receive vacation time of full working days, fully paid, as follows:

After 1 full year of bargaining unit employment ... 5 days
After 2 full years of bargaining unit employment ... 10 days
After 3 full years of bargaining unit employment ... 12 days
After 4 full years of bargaining unit employment ... 14 days
After 5 full years of bargaining unit employment ... 15 days
After 6 full years of bargaining unit employment ... Same as
Section 2(a)
Personnel

Section 3.

- (a) Each police officer shall receive one (1) additional fully paid vacation day per year after ten (10) consecutive years of employment, not to exceed twenty-seven (27) days after seventeen (17) years.

- (b) That Section 3 shall be interpreted to mean that each police officer shall receive one (1) additional fully paid vacation day after ten (10) consecutive years of employment, for each year, thereafter not to exceed twenty-seven (27) vacation days. In other words, vacation days may be accumulated only during the first seventeen (17) consecutive years of service. It is further agreed that the accumulation of vacation days

after ten (10) consecutive years of service shall occur for each successive year thereafter as the officer has completed one hundred eighty-three (183) days of service from the anniversary date of that officer's hire. For example, the officer, after serving ten (10) consecutive years plus one hundred eighty-three (183) days will be entitled to twenty-one (21) vacation days; after serving eleven (11) consecutive years plus one hundred eighty-three (183) days the officer will be entitled to twenty-two (22) days. The same method of computation in allowance for vacation days shall continue through the first consecutive seventeen (17) years of the officer's employment. The intent of this clarification is to compromise the contention of the police officers that the additional days are earned on the first day of each successive year after ten (10) consecutive years of service and the City's contention that the day is earned only after the completion of a full year. The compromise is to indicate that the additional days are earned only after completion of more than one-half year of each year service after ten (10) years of service.

Section 4. When a police officer shall be entitled to twenty (20) full working days or more, ten (10) must be taken between the months of October 1st and April 1st.

Section 5. The winter and summer vacations may be taken together with the permission of the Chief.

Section 6. Choice of vacations shall be by seniority on a shift basis.

Section 7. Winter and summer vacations may be split with seniority applying to employee's first choice only. Second choice shall be made after all other employees have made their first choice whether the individual works the choice or takes the time off.

Section 8. Illness or disability certified by a doctor's certificate occurring during an employee's scheduled vacation period or funeral leave shall not be charged against vacation time; but in the event of illness, same shall be charged against sick leave.

Section 9. Upon resignation, retirement or death of a police officer, full pay shall be due to the police officer or such officer's estate for all vacation time not used during the current calendar year.

Section 10. The City shall schedule and administer vacations. Employees shall submit their choice of summer and winter vacations not less than twenty-one (21) calendar days prior to the time identified in the selection, and supervisor's decision shall be returned no later than fifteen (15) calendar days prior. Supervisors shall approve vacation periods considering the efficient operations of the Department and the desires of the employees.

Section 11. Vacations when taken on a holiday shall supersede a member requesting a personal leave day. In the event of a conflict the personal day shall be cancelled.

Section 12. All vacation time must be taken in the year following the year in which earned.

ARTICLE 51

Funeral Leave

A police officer shall be entitled to five (5) working days per funeral to make preparation for and attend the burial and funeral of an immediate member of the officer's family within three hundred (300) miles of the City of Dearborn Heights. An immediate member of the family for this purpose shall be deemed a husband, wife, children, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, foster parents, stepfather, stepmother, stepbrothers and stepsisters. The officer shall also be entitled to three (3) calendar days for the funeral of grandparents-in-law or grandchildren if within three hundred (300) miles of the City of Dearborn Heights. One additional calendar day for travel will be given for funerals over three hundred (300) miles. Any additional necessary funeral leave time shall be charged against accumulated sick leave time. The additional time is subject to the approval of the Chief, and the Chief's refusal to grant the extension, is subject to the grievance procedure of this contract.

A police officer shall be entitled to one (1) day to actually attend the funeral service for an aunt or uncle and same shall be charged as a sick day.

ARTICLE 52

Sick Leave

Section 1. A sick leave day for the purpose of this Article shall mean an eight (8) hour regular duty day.

Section 2.

(a) Each police officer in the bargaining unit and on the payroll as of June 30, 1983 shall accumulate one (1) day of sick leave credit for each month of service rendered, same not to be accumulated in excess of one-hundred-fifty (150) days.

(b)(1) Each police officer hired into the bargaining unit as of July 1, 1983 and thereafter shall accumulate sick leave credit for each month of service rendered, as follows, same not to be accumulated in excess of one hundred fifty (150) days.

First Year	1/2 Day
Second Year	1/2 Day
Third Year	1/2 Day
Fourth Year	3/4 Day
Fifth Year	3/4 Day
Sixth Year	1 Day for Each
	172 Hours Worked

(2) Effective January 1, 1994 the Section 2(b)(1)

schedule shall be:

First Year	6 Days
Second Year	9 Days

Sick days will be credited to police officers in this category in a lump sum. Sick days will be reduced by the number used. An officer will not be allowed to use more than six sick days in their first year of employment. After the first year of employment, an officer will receive an additional nine sick days in their sick bank. If an officer quits or is terminated prior to the start of their third year of employment, the lump sum amount will be recomputed based upon $\frac{1}{2}$ sick day earned per month worked for the first year of employment and $\frac{3}{4}$ sick day worked for the second year of employment. The recomputed computation will be the basis of any payout due the officer.

Third Year 12 days

In the third year of employment, officers will earn one sick day per month worked. They will not earn sick days on a lump sum basis.

For the purposes of determining whether or not an officer earned all of the sick days in lump sum above or is credited with one sick day per month worked, a month worked is defined as any month in which an officer actually works or is on an approved vacation or personal day for sixteen (16) or more days.

Section 3. It is agreed that the former bonus sick day program will be computed for calendar 1993 and credited to police officers in 1994. The bonus sick day program will cease for computation purposes on January 1, 1994.

Section 4. A police officer shall be charged sick day time for regular duty days not worked because of illness.

Section 5. All police officers in the bargaining unit who are injured or become ill in the line of duty as defined by the Workers Compensation Law shall be carried on the City payroll at no loss of take home pay for a period not to exceed one (1) year from the date of injury. The employee shall continue to earn sick leave, vacation leave, longevity

pay, hospitalization, life insurance and shall have continuous service for seniority. The police officer shall receive uniform allowance at a pro-rated rate per month of service on active duty prior to the date of such illness or injury. The employee shall not earn uniform allowance during the period of this special leave; provided such employee shall not be docked for the first thirty (30) days of such leave.

As a condition of continued receipt of the pay differential provided by this Section, any employee injured on the job, for whom any physician has declared to be totally disabled or for whom no precise date for return to work can be given by a physician, may file for disability retirement under the State Act 345 Retirement Plan and not later than such employee's sixth consecutive month of injury and as a further condition such employee shall also file for a United States Government, Social Security Disability payment not later than such employee's fifth consecutive month of injury. Receipt of United States Social Security Administration disability benefits or disability retirement under the State Act 345 Retirement plan shall simultaneously and without more, terminate the obligations of this Section after one year.

Retroactive United States Government Social Security Administration Disability payments covering any period for which the City made a differential payment shall be payable

to the City to the extent of such differential paid and for the period of the benefit but not to exceed payment for period following one year from the date of injury.

(a) No employee under the provisions of this Section shall, in conjunction with the provisions of this Section or any insurance plan be entitled to receive more than 100% of the employee's actual wage loss. It is understood and agreed that the City shall not be permitted to offset income earned by the employee from non-City employment held at the time of injury; provided that if the employee works additional hours after the injury the City shall be permitted to offset such income but only to the extent such income is attributable to such expanded hours.

(b) An employee unable to perform police duties but able to perform the duties of any other job or profession shall have offset against any City liability, wages paid from employment secured after the date of injury.

(c) The term "physician" as used in this Agreement shall mean a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.).

Section 6.

(a) A police officer or that officer's estate shall be entitled to full pay for all accumulated sick days at retirement or death.

(b) For reasons other than the above, a police officer shall be paid one-half (1/2) of accumulated sick leave days upon severance of employment.

Section 7. An employee whose illness or injury extends beyond five (5) working days shall be required to furnish the Employer with a doctor's statement as to the type of illness or injury and ability to return to work. Also, said employee will be required to set an appointment through the Administration (Personnel) prior to returning to work and receive proper clearance from the City physician to return to work.

No employee will be allowed to return to work prior to written approval by the City physician. Should an employee fail to obtain an appointment through the Administration and see the City physician, they will not be allowed to return to work. The City will work in full cooperation with the employee in scheduling the City physician's appointment, at the earliest time available, in an effort to avoid any loss of wages to the employee.

The City shall have the option of accepting an employee-provided medical opinion.

Section 8. On February 15, 1994 and February 15 each year thereafter, the City will pay for earned sick days in excess over one hundred fifty (150) at the rate of one-half (1/2) day's pay for each sick day. (EXAMPLE: 10 days=5 days pay).

Section 9. The City at its option shall be permitted to offer to purchase banked sick days from time to time provided that the sale of such days is at employee's option and the number purchased reduces the employee's maximum contractual accumulation by the number purchased by the City. Employees will not be allowed to reduce their banks below seventy-five (75) days using the buy out program.

ARTICLE 53

Sickness & Accident Insurance

The City shall procure and maintain at its own expense an insurance policy providing for each police officer for non-duty sickness or accidents, weekly benefits for twenty-six (26) weeks in the amount of One Hundred Fifty Dollars (\$150.00) a week, but the police officer must use that officer's sick time first; provided that for police officers hired July 1, 1983 and thereafter, such insurance coverage shall not start until year 2 of bargaining unit employment. Any other benefits a police officer may receive, such as Social Security, etc., shall not be used to reduce any benefit provided for herein.

ARTICLE 54

Life Insurance

Section 1. The City shall procure and maintain at its own expense a policy of life insurance on the life of each police officer in the amount of Fifteen Thousand Dollars

(\$15,000.00) with a double indemnity provision for accidental death.

Section 2. The City shall procure and maintain at its own expense a policy of life insurance on the life of each police officer in the bargaining unit and on the payroll as of June 30, 1983 who retires under Public Act 345, in the amount of Two Thousand Dollars (\$2,000.00). Retiree life insurance shall not be provided for police officers hired into the bargaining unit as of July 1, 1983 and thereafter.

ARTICLE 55

General Insurance Plan Provisions

Section 1. All benefits shall be subject to standard preprinted provisions set forth in the policy or policies.

Section 2. Benefits for otherwise eligible new employees will become effective on the first day of the calendar month following the calendar month in which that officer is hired.

Section 3. When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, leave of absence or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later except as herein specifically provided otherwise; provided that an officer on approved leave of absence or layoff shall be permitted, at the officer's expense, to continue insurance coverage for a period not to exceed twelve (12) consecutive

months; provided further that the premium must be received by the City from the officer prior to the date it is to be remitted to the carrier and the City shall be permitted to cancel coverage if an officer fails to remit timely payments to the City.

Section 4. The Employer shall have no obligation to duplicate any benefit any employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage provided by the Employer herein a party.

Section 5. Should the City be obligated by law to contribute to a governmentally sponsored insurance program, state, national or otherwise which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage; to escape such double coverage, the City shall be permitted to cancel benefits or policies which duplicate compulsory governmentally sponsored insurance programs; provided, however, the City agrees to maintain the benefit level established by this Agreement supplementing compulsory policies if necessary.

ARTICLE 56

Health Care

Section 1. Persons on Payroll September 2, 1986.

(a) The City at its option may designate the Blue Cross-Blue Shield of Michigan (BC-BSM) TRUST 15/20 as the primary benefits plan for persons then currently covered by the City traditional benefits plan; provided that no cost rider coverage shall be continued for all employees at not less than the existing levels and benefits of coverage, with premiums for such insurance paid by the City, except as modified by this Agreement.

(1) All health insurance premium costs for active employees in excess of the City contribution existing on June 30, 1991 as reduced by any health care cost containment provisions implemented for the contract term July 1, 1989 through June 30, 1992 shall be shared on a 50-50 basis not to exceed \$75 in any one year but with each employee's yearly sharing obligation accumulating from year to year.

EXAMPLE: ESTABLISHMENT OF BASE Assume that on June 30, 1991 the City monthly premium for traditional benefits program with riders is \$160 single; \$370 2 person; \$400 family and health care cost containment programs placed into effect reduce the June 30, 1991 City premium obligation by \$30 per month at each billing tier. Thereafter monthly

premium increases over \$130 single; \$330 2 person; \$370 family will be shared 50-50 to the maximum identified.

EXAMPLE: ACCUMULATION. ASSUME that as a result of implementation of cost containment programs that the base is \$130 single; \$330 2 person; \$370 family and the following premium increases occur in the year indicated for each billing tier

	<u>TOTAL ANNUAL PREMIUM INCREASE</u>	<u>CITY SHARE</u>	<u>UNION SHARE</u>	<u>ANNUAL EMPLOYEE ACCUMULATION TOTAL</u>
1991-1992	\$ 80	\$ 40	\$ 40	\$ 40
1992-1993	\$ 20	\$ 10	\$ 10	\$ 50
1993-1994	\$160	\$ 85	\$ 75	\$125

In year 1991-1992 a patrol officer would pay annual cost of \$40 in year 1992-1993 a patrol officer would pay annual cost of \$50 in year 1993-1994 a patrol officer would pay annual cost of \$125.

(2) Revised Health Care Cost Sharing effective July 1, 1992. Officers will contribute up to one percent (1%) of individual's base salary. Base salary is defined as wages only. If under current premium formula (§2(a)(1) above) the cost to police officers is less than one percent (1%), the officers will pay the lesser amount until the cost sharing amount reaches one percent (1%) or more and then the one percent (1%) formula takes effect. City agrees that one percent (1%) cost sharing will

begin on a future health care premium effective date, which is currently Nov. 1, ____.

- (b) The prescription drug program will be provided pursuant to Blue Cross-Blue Shield PPO plan and the deductibles shall be as follows (Premium to be paid by the City):
\$5.00
- (c) IMB-OB and the DCCR Rider Premium to be paid by the City.
- (d) In the event that death results to a member in the line of duty or a member who becomes totally incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of that officer's employment by the City and retired by the Board, the employee's surviving dependents shall have coverage as set forth in a, b, and c above. Spouse ceases to be covered upon remarriage. Each child ceases to be covered upon graduation from High School or age 19 whichever occurs first.
- (e) Delete riders VST, FAE and the N710 Reciprocity rider for all persons.
- (f) Dental Plan, Class 1 and 2 on 75/25 maximum of \$750.00 per person per contract year or equivalent effective January 1, 1976, or its equivalent.
- (g) Optical Plan effective July 1, 1976, or its equivalent.

- (h) The following health care cost containment provisions will be added to City coverage effective July 1, 1986 or as soon thereafter as practical:
- (1) Effective July 1, 1993, or as soon as practical thereafter, the master medical program deductibles and co-pays shall be \$150 - \$300 (80/20) program.
 - (2) Generic Drug Program.
 - (3) Blue Cross-Blue Shield Prevent Program or equivalent (City option).
 - (4) Blue Cross-Blue Shield Mandatory Second Surgical Opinion (80/20) or equivalent (City option).
 - (5) Blue Cross-Blue Shield Foot Surgery Predetermination Program or equivalent (City option).
 - (6) Union will provide one member to serve on a Health Care Cost Containment Committee.
- (i) Persons on the payroll September 1, 1986 may as an employee option participate in a City offered HMO program but having selected must remain in the program for a minimum of one year.
- (j) When more than one (1) family member is employed by the City there shall be no duplicate coverage by City plans [EXAMPLE: an individual can be covered individually by the contract of the bargaining unit in which the employee served or as a dependent in another bargaining unit of the City but not both].

- (k) Excluded from reimbursement under the prescription drug program is the drug Rogaine when prescribed for baldness, or any other drug prescribed for cosmetic purposes.
- (l) Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.

Section 2. At City option, persons hired on or after September 2, 1986 shall be enrolled in a Health Maintenance Organization (HMO) as may be selected and approved by the City. Persons hired means sworn as a police officer and having completed Academy training. Whenever it is cost advantageous to the City in the opinion of the City, the City may transfer HMO participants to its basic care plan as identified in Section 1(a).

Section 3.

- (a) For a police officer who retires under Public Act 345 on or before June 30, 1990, the City shall provide the same hospitalization as that police officer had at the time of retirement, which includes spouse and dependents.
- (b) For a police officer who retires on or after July 1, 1990, hospitalization benefits levels shall be the same as then active employees. In determining benefit level equivalence, Medicare-Medicaid complementary coverage shall continue to be presumed to be a Medicare eligible employees' retirement health program.

- (c) City shall not be required to cover the retiree who is covered under another hospitalization plan or becomes covered while being covered under the City retiree plan, provided, however, the coverage shall continue and shall not be terminated if the City is reimbursed for said premiums within ninety (90) days after notifying the retiree of amount of premium due, and said retiree's coverage shall remain in full force and effect. The City shall resume payments on behalf of the retiree when such other hospital plan coverage ceases.
- (d) Should the retiree, once having that person's benefits terminated, cease to be covered by another plan, such retiree may be reinstated by filing a written application for such coverage to be reinstated pursuant to this Agreement, if the retiree meets eligibility requirements.
- (e) The retiree's coverage shall not be changed to include any other persons being covered under the hospitalization plan after that person's retirement.
- (f)(1) Effective July 1, 1991 all premium cost increased for retirees retiring on or after June 30, 1992 which are in excess of the City contribution existing on June 30, 1991 will be shared on a 50-50 basis not to exceed \$50 in any one year but with yearly sharing accumulating until medicare eligibility whereupon the sharing amounts will be redetermined by an amount not to exceed \$25

annually but annual amounts accumulating based on the City contribution in effect June 30, 1991. The City contribution base over which costs sharing shall occur is as follows:

(i) Pre-Medicare: June 30, 1991 City Contribution

Single:	\$159.28
2 person:	\$367.72
Family:	\$398.86

(ii) Medicare: June 30, 1991 City Contribution

Coverage	Monthly Premium
1 comp	\$ 88.69
2 comp	\$177.46
3 comp	\$266.12
1 comp/1 Reg.	\$223.78
1 comp/2 Reg.	\$392.43
1 comp/Family	\$398.86
2 comp/1 Reg.	\$267.35
2 comp/2 Reg.	\$397.21
2 comp/Family	\$398.86
3 comp/1 Reg.	\$310.98
3 comp/2 Reg.	\$397.21
3 comp/Family	\$398.86

*Combination Rate Formulas: Maximum divided by base rate equals percentage. Percentage times medicare rate that applies equals combination rate cost sharing.

EXAMPLE ACCUMULATION:

A. PRE-MEDICARE: Assume the following premium increases occur in the year indicated for each billing tier.

	<u>ANNUAL PREMIUM INCREASE</u>	<u>CITY SHARE</u>	<u>UNION SHARE</u>	<u>EMPLOYEE ACCUMULATION TOTAL</u>
1991-1992	\$ 80	\$ 40	\$ 40	\$ 40
1992-1993	\$ 20	\$ 10	\$ 10	\$ 50
1993-1994	\$160	\$110	\$ 50	\$100

In year 1991-1992 a retiree would pay annual cost of \$40; in year 1992-1993 a retiree would pay annual cost

of \$50; in year 1993-1994 a retiree would pay annual cost of \$100.

B. POST MEDICARE: Assume the same example regarding increases.

	<u>ANNUAL PREMIUM INCREASE</u>	<u>CITY SHARE</u>	<u>UNION SHARE</u>	<u>EMPLOYEE ACCUMULATION TOTAL</u>
1991-1992	\$ 80	\$ 55	\$ 25	\$ 25
1992-1993	\$ 20	\$ 10	\$ 10	\$ 35
1993-1994	\$160	\$135	\$ 25	\$ 60

(2) Effective July 1, 1992, Section 3(f)(i) shall be replaced with this Section [§3(f)(2)] and Section 3(f)(1) shall thereafter be deleted from the contract as superceded by the following language:

"Retirees will contribute up to one percent (1%) of Act 345 retirement benefit. If under current premium formula the cost to retirees is less than one percent (1%), the retirees will pay the lesser amount until the cost sharing amount reaches one percent (1%) or more and then the one percent (1%) formula takes effect. City agrees that the one percent (1%) cost sharing will begin on a future health care premium effective date which is currently Nov. 1, ____.

(g) As a matter of clarification it is understood that Retiree health insurance is only provided for persons that are duty or non-duty disability retirees or that have 25 years of police service or previously purchased military time in conjunction with active service, or who have been granted an Act 345 age waiver regular retirement by City Council.

Section 4. The City reserves the right to subrogation and recovery of amounts paid by the City, or its health insurance plans, on behalf of a person covered by a City

health insurance plan(s) because of an injury in which the person covered by the City's health insurance plan is entitled to recovery or is paid damages by another party.

Section 5. No health insurance plan of the City in conjunction with any other group health plan or plans without limit as to source or nature shall be construed so as to require payment of more than 100% of the employee's actual loss.

Section 6. Upon becoming eligible for Medicare benefits, benefits for any retiree or person covered through or because of such retiree will continue to be subject to coordination of benefits. If such retiree or other person fails to enroll for Medicare, benefits will be paid as though such retiree or other person had enrolled.

ARTICLE 57

Educational Benefits

Section 1.

- (a) The City of Dearborn Heights, upon written application will pay for tuition and textbooks for police officers taking job related courses or courses offered in the Police Administration curriculum with the conditions hereinafter set forth for books and tuition will be made to the employee by the City after completion of courses where a grade of "C" or better is attained. All courses must be in accordance with Police Administration and curriculum. The police officer must pass the course

with a credit and receipts have to be furnished upon completion in order to be reimbursed. Certificates or diplomas received shall become a part of the police officer's Civil Service Personnel Jacket.

(1) The courses taken must relate directly to police work or be a part of a recognized Police Administration Degree curriculum.

(2) Grants or scholarships by the federal government, state government, college or other sources shall be turned over to the City or deducted from the City reimbursement program.

(3) Employees claiming reimbursement must prove and sign they paid the amount sought reimbursed for either books or tuition.

(b) Officers shall not be obligated to seek City reimbursement for tuition or books and may elect to secure an education completely at their own expense. Officers not seeking reimbursement for tuition or books shall not be subject to the provisions of paragraph (a)(3) above.

(c) The Union shall receive copies of a list of training classes available which the City intends to send officers to.

ARTICLE 58

Personal Leave Days

Section 1.

- (a) Each police officer in the bargaining unit and on the payroll as of June 30, 1983 shall be entitled to three (3) personal leave days per year and no reason need be given.
- (b) Persons hired into the bargaining unit as of July 1, 1983 and thereafter, shall be entitled to personal leave days per year as follows:
 - (1) First 2 years of bargaining unit employment -0-.
 - (2) Year 3 of employment: 1 day for each 4 months of employment per year, maximum 3 days.

Section 2. When a personal leave day is requested fourteen (14) days or more in advance, the answer will be given at least seven (7) days prior to the day requested and once granted shall not be revoked.

Section 3. If a personal leave day is requested six (6) days or less in advance and granted it shall not be revoked except for good cause shown.

Section 4. If any request for personal leave days is not granted, the decision may be appealed verbally to the Chief of Police and then to the Mayor or designated representative.

Section 5. A personal leave day may not be unreasonably withheld. Having to call in a another officer on overtime for replacement is not sufficient reason alone for denial.

Section 6. If there is a conflict between two (2) or more officers in request for personal leave days, seniority shall prevail if requests are made within a twenty-four (24) hour period.

Section 7. The City shall not be required to grant personal leave days when an emergency exists.

ARTICLE 59

Pension

Section 1. Effective July 1, 1993 and thereafter, a police officer then in the bargaining unit that retires shall be entitled to a pension, pursuant to Public Act 345 at the rate of two and eight tenths percent (2.8%) multiplier from the officers's date of hire as a police officer (does not include Cadet time). Police officers will contribute one percent (1%) more or six percent (6%) of salary for this benefit. Also effective July 1, 1993 Police officers agree to change highest three year (3) average compensation to highest five (5) year average compensation out of last 10 years and that this change will carry forward with a Police officer into the command unit if the Officer is promoted.

Section 2. For persons in the bargaining unit "average final compensation" shall mean the five (5) years of highest annual compensation received by a member during the member's

ten (10) years of service immediately preceding that member's retirement or leaving service, as authorized by and calculated in accordance with Act 345, Section 6(f) (MCLA 38.556(f)).

Section 3. Persons retiring shall receive any lump sum distribution to which entitled (for example: accumulated sick and vacation time) at time of retirement in three (3) installments commencing with such person's first day of retirement with interest being paid on a declining balance method at 70% of the one year time certificate of deposit rate of the City Depository as of the last day of work:

1st Installment	34%
2nd Installment	34%
3rd Installment	<u>32%</u>
	100%

Second installment to be paid upon first anniversary date of retirement. Third installment to be paid on second anniversary date of retirement.

ARTICLE 60

Payroll Savings

The City shall set up and maintain a payroll savings provision whereby police officers may voluntarily have said sums to be deducted from their pay and converted into United States Savings Bonds in denominations of \$50.00, \$75.00, \$100.00, etc.

ARTICLE 61

Extension

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 28th day of September, 1993.

DEARBORN HEIGHTS POLICE OFFICERS ASSOCIATION

CITY OF DEARBORN HEIGHTS


Dennis Anderson, President


Lyle Van Houten, Mayor

POLICE OFFICERS' ASSOCIATION OF MICHIGAN


Helene S. Sheridan, City Clerk

BY: 
Richard Ringer
Business Agent

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WITNESSES

1993-0000

A P E N D I X A

PLEASE PRINT

BY: _____, _____, _____
 Last Name First Name Middle Initial

TO: City of Dearborn Heights, Michigan

Effective _____ I hereby authorize
 (Month, Day, Year)

you to deduct from my earnings \$ _____ per month or such other amount as Dearborn Heights Police Officers Association, hereinafter called DHPOA, may certify as my share of the cost of administration and negotiations of this and succeeding collective bargaining agreements with the City of Dearborn Heights. In consideration of the City of Dearborn Heights providing this deduction service, I agree to hold the City of Dearborn Heights harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of providing this deduction service. I further specifically agree that in the event that refund of sums deducted under this Authorization is due me for any reason, that in consideration of the City of Dearborn Heights providing this deduction service, to seek such refund from DHPOA. The amounts deducted hereunder shall be paid to the Treasurer of DHPOA at the address provided, and to be provided, by said DHPOA. This Authorization shall remain in effect unless terminated by me upon sixty (60) days prior written notice to DHPOA and the City of Dearborn Heights upon termination of the Agreement or upon termination of my employment.

Employee's Signature