

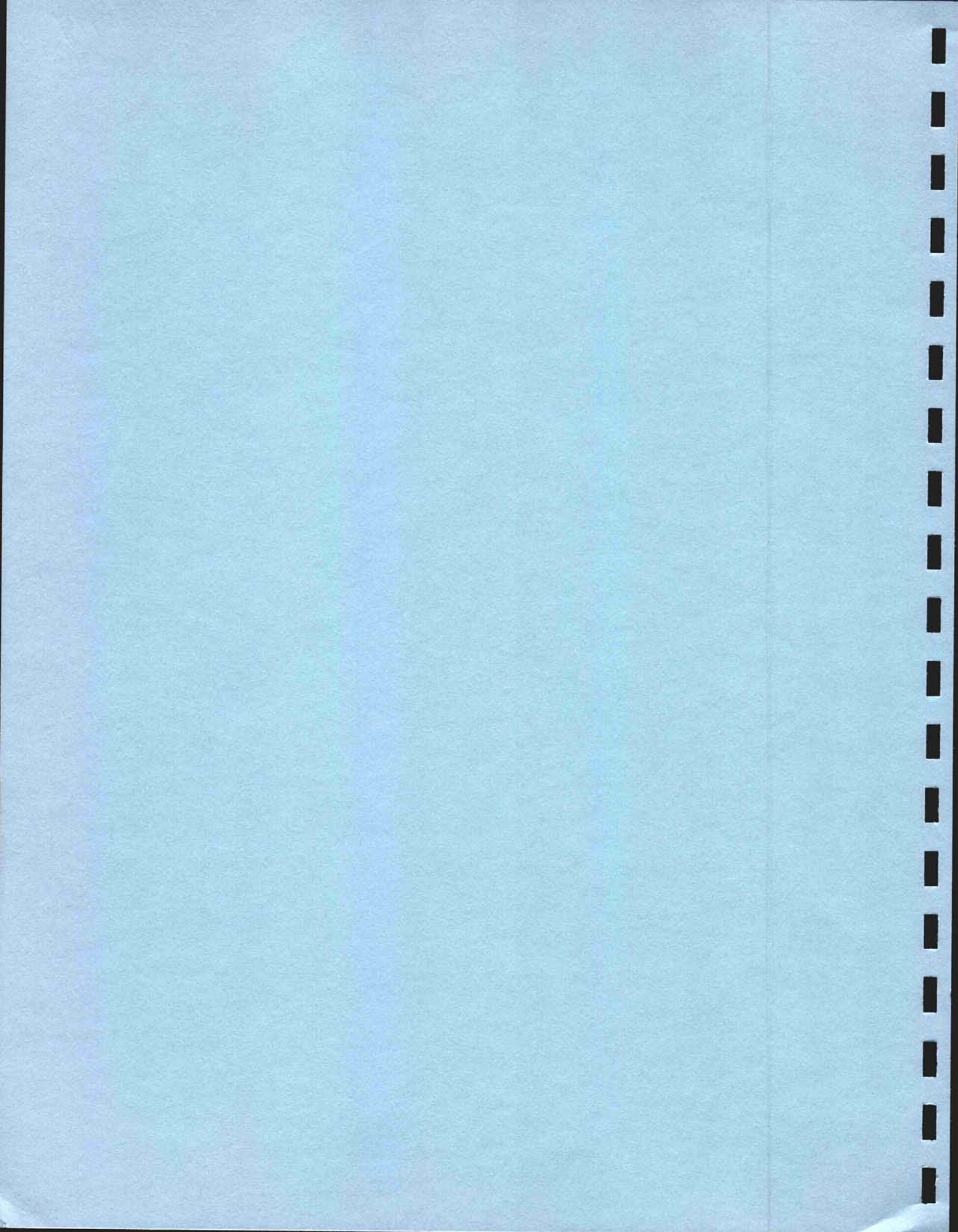
6/30/97

AGREEMENT
BETWEEN
CITY OF DEARBORN
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective July 1, 1994
through June 30, 1997

Dearborn, City of

Adopted by:
Civil Service Resolution No. 4521-94
Council Resolution No. 11-873-94



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PART I OF AGREEMENT BETWEEN THE CITY OF DEARBORN AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

AGREEMENT

This Agreement is entered into between the City of Dearborn, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City") and the Police Officers Association of Michigan (POAM) existing under the laws of the State of Michigan (hereinafter referred to as the "Union"), and its local affiliate the Police Officers Association of Dearborn existing under the laws of the State of Michigan (hereinafter referred to the "Association").

**ARTICLE I
RECOGNITION**

- 1.1: The City of Dearborn recognizes the Police Officers Association of Michigan as the sole and exclusive bargaining agent to the extent permitted and required by Act 335 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1955, for all Police Officers, Corporals and Detective Sergeants, (excluding uniform Sergeants and all higher ranks) full-time Police Cadets, and full-time Police Dispatchers. The City agrees to negotiate with the Union on items relating to rates of pay, wages, hours and conditions of employment for said employees.
- 1.2: It is recognized and agreed that the portion of the agreement identified as Part II relates to the rates of pay, wages, hours and conditions of employment for employees in the Communications Department identified as full time Police Dispatchers. It is further understood and agreed that no portion of Part I of the Agreement does or shall apply to Police Dispatchers unless specifically identified by classification title under a specific Article of Part I.
- 1.3: Employees and Association representatives shall have the right to join the Association to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, all free from any and all restraint, interference, coercion, discrimination or reprisal.

**ARTICLE II
DUES DEDUCTIONS**

- 2.1: The City shall deduct from the pay of employees in the bargaining unit, on a monthly basis, the Association's monthly dues, fees, assessments, or bargaining fee, subject to the conditions set forth in the Union Security Article. To initiate such deductions, bargaining unit employees must sign a dues deduction authorization card and forward it to the Finance Director. Within thirty (30) days after the deduction is made the Finance Director shall forward to the Association Office the monthly dues list setting forth the individual amounts deducted for the monthly period.

ARTICLE II - Dues Deduction (continued)

- 2.2: During a thirty (30) day period immediately prior to the termination of this Agreement, any member of the Association may by written notice to the Union and the Personnel Department indicate that he/she no longer wishes to remain a member of the Association, however, the employee shall be obligated to pay a service fee.

**ARTICLE III
UNION SECURITY**

- 3.1: To the extent that the laws of the United States and the State of Michigan permit, it is agreed:
- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time, may continue membership in the Union for the duration of this Agreement.
 - B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective may become members of the Union for the duration of this Agreement on or before the 30th day following such effective date.
 - C. Employees hired, rehired, reinstated, or transferred into the bargaining unit, and covered by this Agreement, may become members of the Union for the duration of this Agreement, on or before the 30th day following the beginning of their employment in the unit.
 - D. An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.
 - E. An employee, in lieu of actual membership in the Union, shall comply with the provisions of this Article by paying to the Union a service fee in an amount equal to the regular monthly dues, less any amounts not permitted by law, as a contribution toward the expenses of the Union incurred in negotiating and administering this Agreement.

ARTICLE III - Union Security (continued)

- 3.2: Bargaining unit employees paying the service fee and bargaining unit employees who are or become members of the Union shall sign a dues deduction authorization card and forward it to the Employer. After receiving a signed authorization to do so, the Employer will deduct from the pay of each employee the monthly Union dues, fees, assessments or bargaining unit service fees. The deduction shall be made on a monthly basis and shall be forwarded to the Union office within 30 days after such collections have been made. Such sums shall be accompanied by a list of employees from whose pay, dues or service fees have been deducted, and the amount deducted from each, and by a list of employees who have authorized such deductions, and from whom no deductions were made and the reason therefor.
- 3.3: Bargaining unit members paying the service fee provided for herein may object to the use of their service fee for matters not required by law. The procedure for making such objection is that officially adopted by the Union.
- 3.4: Employees who fail or refuse to share in the Union expenses incurred in negotiating and administering the Collective Bargaining Agreement as required by this Article, after having waived or exhausted any internal union appeal procedure, shall be discharged from employment. Prior to such discharge, the Union shall bring an action in a court of competent jurisdiction against the Employer and the affected employee seeking specific performance of the discharge requirement of this contract. In such proceeding, the Union shall not request that the Employer pay any damages, costs, interest or attorney fees.

**ARTICLE IV
REPRESENTATION**

- 4.1: The Union shall be represented in all negotiations and grievances by a committee of the Association. Such committee shall be limited to five (5) employee representatives or alternates. The Union may use the services of non-employee representatives.
- 4.2: The structure of the Association shall be as follows, and in the absence of an Executive Board member, an alternate may act in his/her stead:

1 President
1 Vice President
1 Secretary
1 Treasurer
1 Sergeant at Arms
5 Stewards

The employer does not have to recognize anyone from the local Association until the union identifies the representatives in writing.

ARTICLE IV - Representation (continued)

4.3:

- A. After arrangements have been made with the platoon commander and/or commanding officer in charge, officers and Executive Board members of the Association, and stewards will be permitted reasonable time from their regular duties, without loss of regular compensation, to investigate and process grievances or to attend conferences or negotiations with City of Dearborn personnel.
- B. Officers and Executive Board Members of the Association may attend other meetings or conferences by having their work schedule adjusted to the extent possible so their leave time would coincide with the dates of the meetings or conferences.
- C. The Association President shall be permitted to work steady days. In the event the President does not want to work days, or is gone for a period in excess of thirty (30) days, or less, by mutual agreement the Vice President shall be permitted to work days.
- D. Stewards representing shifts shall be allowed to remain with their shifts during their term of office.
- E. A copy of all departmental correspondence in regard to day-to-day operations, assignments and training of officers, which directly pertain to the members of the Association, shall be forwarded to the Association Secretary. The Association shall also receive a copy of any disciplinary action.
- F. The Association shall receive notice of any special Civil Service Commission meetings relating to police matters.

**ARTICLE V
MANAGEMENT RIGHTS**

- 5.1: The Association recognizes the right of the City to operate and manage its affairs in accordance with the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, and by the Dearborn City Charter, subject to the obligations, express or implied, assumed by it in this Agreement.

ARTICLE V - Management Rights, Section 5.2 (continued)

- 5.2: All of the following rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City, except such as are expressly or by implication relinquished herein:
- A. To discipline or discharge for cause, and the employee may exercise his/her rights under the terms of this Agreement, and any applicable State laws applying to Veterans.
 - B. To lay-off for lack of work or funds, or the occurrence of conditions beyond the control of the City.
 - C. To establish reasonable work rules, determine reasonable schedules of work, and determine the methods, processes, and procedures by which said work is to be performed.
 - D. To classify positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities.
 - E. To determine when overtime work is required.
 - F. The right of contracting and subcontracting is vested in the City.
 - G. To take whatever actions are necessary in situations of emergency to perform the functions of the department.
 - H. The right to administer pay and fringe benefit plans.
 - I. To direct the work force, assign work and determine the number of employees assigned to operations.

**ARTICLE VI
MANAGEMENT SECURITY**

- 6.1: The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Association, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Association further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppage of work or any acts that interfere in any manner or to any degree with the services of the City. Any violation of the foregoing shall be made the subject of disciplinary action or discharge from employment.

**ARTICLE VII
GRIEVANCE PROCEDURE**

- 7.1: Definition of a Grievance A "grievance" shall mean a complaint by an employee in the bargaining unit which he/she believes to be a violation, misinterpretation or inequitable application of the provisions of this Agreement, or an inequitable application of the work rules of the department. The term "employee" shall also mean a group of employees having the same grievance and the grievance may start at Step III there is no authority at Step I and II to resolve such grievance.
- 7.2: Most grievances arise from instances of misunderstanding or problems that should be settled promptly and satisfactorily on an informal basis at the work level before they become formal grievances. It is mutually agreed that all grievances arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided.
- 7.3: Step I An employee, and/or service officer having a grievance shall present it orally to his/her first line supervisor within twenty-one (21) calendar days from the date the grievance occurred or twenty-one (21) calendar days from a pay day if it is a compensation matter. In the event the grievance is not settled at this step, the employee may proceed to Step II.
- 7.4: Step II Within fourteen (14) calendar days from the date of oral presentation, the employee, and/or service officer, may submit the grievance in writing on forms provided by the City, to the commanding officer of the division or the bureau. The employee and the service officer shall sign the grievance forms. The grievance forms must indicate: (a) a statement of the grievance and the facts upon which it is based and citing the alleged violations(s) of this Agreement, and (b) the remedy or correction requested. The commanding officer herein identified shall give his/her decision in writing within fourteen (14) calendar days. The employee shall have ten (10) calendar days from the date of the commanding officer's decision to file a written appeal with the Chief of the department, otherwise the grievance shall be deemed settled.
- 7.5: Step III If the grievance is processed to Step III the Chief or his designated representative, will promptly arrange a meeting with the Union or Local Association and within fourteen (14) calendar days from such meeting a written decision shall be rendered. The decision rendered by the Chief of the department shall be final unless notice of intent to refer the grievance to a grievance panel is filed in writing within ten (10) calendar days after the Chief has rendered his/her decision. The Personnel Director shall be a member of the Grievance Panel and such notices to appeal shall be filed with him/her.

ARTICLE VII - Grievance Procedure (continued)

- 7.6: Step IV A grievance panel shall be convened within ten (10) work days between the Union, the Local Association and the Personnel Director. Upon receipt of the appeal by the Personnel Director and after the Union or Local Association has designated their representatives, he/she shall arrange a meeting of the grievance panel and within ten (10) calendar days of the date of the first meeting of the grievance panel the Personnel Director shall render a written decision.
- 7.7: Step V Any grievance which has been processed through Step IV of the grievance procedure may be submitted to arbitration by either party. Arbitration shall be invoked within fourteen (14) calendar days of the Step IV grievance panel's decision, by written notice to the other party of intention to submit to arbitration. Where the Association initiates arbitration, such notice shall be delivered to the Personnel Department. Upon receipt of a notice to arbitrate, the City and the Association shall meet and appoint a disinterested person to act as Arbitrator. In the event the City and the Association cannot agree upon the Arbitrator within ten (10) days of the demand for Arbitration, the party who initiated arbitration shall request within fourteen (14) calendar days either the Michigan Employment Relations Commission (MERC), the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to submit a list of available arbitrators and from this list, the City and the Union shall each strike a name until one name remains, which remaining name shall be the Arbitrator. The Arbitrator shall limit his/her decision to the interpretation, application or enforcement of this Agreement and he/she shall be without power or authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, or adding to or subtracting from the terms of this Agreement. The decision of the Arbitrator shall be final and binding.
- 7.8: The expenses of the Arbitrator shall be shared equally by the City and the Association.
- 7.9: The proceedings at every step in the grievance procedure shall be informal and technical rules of evidence shall not apply. It shall not be necessary to make a stenographic record or other record of any proceedings at any step in the grievance procedure; either party may request and arrange for a record to be made, but such party shall pay the entire cost incurred thereby. If a grievance results in an employee being entitled to back pay for time lost from City employment, the amount of such entitlement shall be computed at the employee's regular rate of compensation for the time lost, exclusive of overtime, less any compensation received by the employee for work performed for any other employers during the period in which the time was lost.

**ARTICLE VIII
SUSPENSIONS, DEMOTIONS AND DISMISSALS**

- 8.1: Whenever an employee is suspended, demoted or dismissed from the City service, for cause, he/she may appeal such disciplinary action within ten (10) days after he/she has been served with a written statement, signed by the appointing authority, setting forth the reasons for such suspension, demotion or dismissal. Notice of such suspension, demotion, or dismissal shall be served upon the employee with a copy to the Association or Union within twenty-four (24) hours of the effective date of such action.
- 8.2: The employee may exercise his/her appeal under only one of the following remedies:
- A. A direct appeal for a hearing to the Civil Service Commission.
 - B. Under the contract grievance procedure commencing with Step IV.

**ARTICLE IX
SENIORITY**

- 9.1: Seniority Defined For the purposes of the collective bargaining agreement between the Police Officers Association of Michigan and the City of Dearborn, four (4) definitions of seniority will be identified in the Agreement.
- A. Classification Seniority Classification seniority shall mean the date of appointment to a classification covered in the collective bargaining agreement.
 - B. Police Officer Seniority Police Officer seniority shall be the date of appointment to the department as a sworn officer.
 - C. Employer Seniority Employer seniority shall be the appointment date to the regular full time position in the City of Dearborn.
 - D. Department Seniority Department Seniority shall be the date of appointment as a regular full time employee in the Police Department.
- 9.2: Provisions Affecting Seniority
- A. Where two or more persons are appointed on the same date, relative seniority shall be determined by the relative standing on the employment list from which certified. Any ties occurring beyond the above provisions shall be decided by lot.
 - B. Employer Seniority of employees off duty on leave of absence for personal reasons or employees suspended for cause shall have such periods deducted from seniority credits.

ARTICLE IX - Seniority (continued)

9.2: (continued)

- C. Employees who are off duty because of illness or injuries not in line of duty shall have such periods over and beyond accumulated sick leave deducted from Employer Seniority.
- D. Time elapsed between periods of lay-off and reemployment shall be deducted from seniority credit.
- E. The following shall not be considered as breaks in service:
 - 1) Military leave during time of war as defined in the Veterans Preference Act or other applicable federal statute.
 - 2) Absence from work due to injuries compensated for under the Worker's Compensation Act.
 - 3) All leaves with pay granted under the provisions of this Agreement.
- F. Whenever a former employee returns to the service within five (5) years from his/her last employment, then he/she shall be given seniority for the last employment in accordance with the following conditions:
 - 1) The previous seniority will not accrue until he/she has worked a minimum period of two (2) years, or the length of time between the separation and rehire, if this was a greater period than two (2) years.
 - 2) An employee shall be given seniority credit for only the last period of employment providing he/she had completed his/her probationary period.

**ARTICLE X
LAY OFF**

- 10.1: Lay Off Defined A "lay off" is defined to be the separation of an employee from the service of the City for lack of work, lack of funds, or reasons other than the acts or delinquencies of the employee.
- 10.2: Notice of Lay Off In every case of lay off the appointing authority shall at least two weeks before the effective date thereof, give the employee a written notice of the reasons for such action, and shall forward a copy to the Personnel Director and to the Association.

ARTICLE X - Lay Off (continued)

- 10.3: Order of Lay Off All lay offs shall be made in the inverse order of Department Seniority in the Police Department. No employees will be hired on a part time or temporary basis when there are officers on a Lay Off Reemployment List.
- 10.4: Establishment of Lay Off Reemployment List Names of laid off officers holding permanent positions shall be placed on an appropriate lay off reemployment list in the order of their Department Seniority, the longest Department Seniority being first, and for a period of three years, or for a period of months equal to the months worked in the department, whichever is less. A satisfactory medical examination must be passed before return to work.
- 10.5: Notice to Investigate Lay Off Within ten days after the effective date of such lay off the employee may make a written request to the Commission to investigate such lay off. The Civil Service Commission shall then investigate and if it finds that the lay off was made for political reasons, or for reasons other than because of material change in duties or organization, or shortage or stoppage of work or funds, or was not made in accordance with this Article, it shall so report to the appointing authority. The person so laid off shall be entitled to resume his/her position and shall be reimbursed for any financial loss not in excess of the salary or wages which would have been paid had he/she been retained on the payroll.

**ARTICLE XI
PROMOTIONS**

- 11.1: Promotional examinations for Police Sergeant and Detective Sergeant have been approved by the Civil Service Commission as follows:
- A. Those Eligible to Apply Applications for the above are restricted to Police Corporals, who have held this classification for at least twelve (12) months prior to the last date for filing applications.
 - B. Parts and Weights of the Examination
Written Test: 70%
Promotional Potential Rating: 30%
Applicants must receive a passing grade of 70% on each part.
 - C. City Service Credits One-half percent (½%) per year up to and including 16 years of service based on police officer seniority. (Maximum 8%)
 - D. Physical Fitness All eligibles must pass a medical examination.
 - E. Probationary Period All employees appointed from a promotional employment list must serve a probationary period of twelve (12) months.

ARTICLE X - Promotions (continued)

11.1: (continued)

F. Duration of List The lists will be in effect for a period of twelve (12) months.

It is further provided that annual examination shall be held for the above positions during the month of March or the first part of April each year.

11.2: Corporals or Detective Sergeants who make application to take promotional examinations shall be scheduled for said examinations at the discretion of the Police Department. Such employees shall be compensated under the principle of "no loss-no gain" for participation in the process, as herein set forth.

If the only opportunity for a Corporal or Detective Sergeant to take a promotional examination is during his/her working hours, the employee shall suffer no loss. If the examination is scheduled at a time when the employee is not scheduled to work, he/she will be scheduled to take the examination without pay at said time at the option of the Police Department.

**ARTICLE XII
FURLOUGH TIME - SELECTION PROCEDURE**

12.1: Furlough time shall be selected by Classification Seniority for Detective Sergeants. All other classifications shall be combined and selection shall be by Police Officer Seniority. (Refer to Seniority Article definitions).

**ARTICLE XIII
SPECIAL CONFERENCES**

13.1: Special Conferences for important matters (not grievances) will be arranged between the Association representatives and the designated representatives of the City upon request of either party. At such meetings there shall be not more than five (5) and no less than two (2) representatives of the City, and not more than five (5) and no less than two (2) representatives of the Association.

13.2: Arrangements for such Special Conferences shall be made in advance and the agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda, unless both parties agree to include other items.

13.3: Conferences shall be held at a mutually agreed time. The members of the Association shall not lose any time or pay during regular working hours for time spent in such conferences.

**ARTICLE XIV
BULLETIN BOARDS**

- 14.1: The City will furnish the Association with space for the Association's bulletin board at each location where police officers are assigned duties. In addition, the City will supply a 2' X 4' glass enclosed locked bulletin board in the roll call room, and the Association will retain the key. Such bulletin boards are to be used only for Association functions, announcements of meetings and elections, information of police activities, reports of the Association, and shall not contain any notices or announcements of a political nature, or anything reflecting upon the City or any of its employees. The Association will be responsible for placing and removing items from the bulletin boards.

**ARTICLE XV
EVIDENCE TECHNICIAN ASSIGNMENT**

- 15.1: There shall be a function known as Evidence Technician which shall be performed by a Police Officer. Police Officers who volunteer for this assignment shall be trained and assigned according to seniority as an Evidence Technician on an assigned shift and/or team.

The training program for Evidence Technician shall be established by the Training Office and the Record and Identification Bureau. Those who successfully complete this training program shall be established on a list according to their seniority.

- 15.2: Police Officers performing duties of an Evidence Technician shall be subject to semi-annual evaluations. If performance is considered unfavorable the technician may be replaced by another Officer after a hearing with the Police Chief with an Association representative present.

An officer shall be relieved of said assignment upon his request, but may not request reassignment for at least one (1) calendar year.

- 15.3: Effective July 1, 1992 Evidence Technicians shall receive an additional payment per day. Such payment shall be equal to one hour of their base rate at straight time. This shall be the maximum daily rate (no additional amount of overtime hours), and shall be paid if the employee performs the duties for at least four (4) hours on that day. If the Officer works in this capacity for less than four (4) hours then one-half of the daily rate shall be paid.
- 15.4: It is the understanding of the parties that there will be two (2) Evidence Technicians assigned per shift.

**ARTICLE XVI
WORK SCHEDULE**

- 16.1: The 7-2 work schedule of uniform division personnel shall be extended to June 30, 1990. On or before May 15 of each succeeding year, the Police Chief shall make a determination as to the practicality of continuing such work schedule.

If it is the Police Chief's decision to discontinue the 7-2 plan, he will so notify the Association on or before May 15th and he will meet and confer with the officers of the Association with the objective of working out a mutually acceptable work schedule.

- 16.2: The shift schedule shall be posted at least ten (10) days in advance of the new month by the Division Inspector. Platoon Commanders will post the employee's leave group at least five (5) days prior to the beginning of the month. If Platoon Commanders fail to do so, the employee will remain in his/her present leave group. Leave days will coincide with the normal leave days of that group. Reasonable changes can be made in scheduling but will not be changed for the purpose of avoiding payment of overtime.

**ARTICLE XVII
SHIFT SELECTION**

- 17.1: Employees in the patrol division working in uniform will work permanent shifts which will be selected according to seniority twice yearly on March 1st and September 1st.
- 17.2: Once an employee has made his/her shift selection by seniority, he/she will have the right to remain on that shift for six (6) months, with the exception that the City shall retain the right to transfer employees for cause; personal hardship (with the mutual agreement of the Union) and to transfer employees to meet manpower needs (which shall be done by reassigning least senior officers). Employees on probation shall be assigned shifts at the discretion of the City.
- 17.3: There shall be a separate shift selection process for Evidence Technician assignments, which shall be according to police officer seniority from among those trained as Evidence Technician as outlined in Article XV of this Agreement.

**ARTICLE XVIII
MISCELLANEOUS**

- 18.1: Records The Union or Association Representative, or the employee, including a Police Dispatcher, shall have the right to examine time sheets, and other records pertaining to the computation of compensation of any employee whose pay is in dispute, or other records of the City pertaining to a specific grievance, at reasonable times.
- 18.2: Work in a Higher Classification On working shifts in the Uniform Division, and except in emergency situations whenever an employee is assigned the work or duties of the next higher rank because of the temporary absence of the incumbent, then such employee shall be compensated for the performance of these duties beginning with the fifth work day. The assignment to these duties shall be first made from the highest ranking eligible on an existing promotion employment list for the class, who is working and on duty on the particular shift, or in the absence of a promotional employment list the assignment shall be made from the highest ranking eligible on the last promotional list for the class.
- 18.3: Use of Employee's Own Vehicles At no time shall the employee use or be required to use his own vehicle in the performance of his duties.
- 18.4: Lunch Periods All employees shall be permitted thirty (30) minutes for a lunch period, and it shall be part of the work day.
- 18.5: Relief Periods Employees shall be entitled to a ten (10) minute relief period within each four (4) hours of work, providing they remain on an on-call basis. While on a relief period, the employee shall remain in contact with headquarters.
- 18.6: Trading Time Employees may be allowed to trade leave days with the approval of the commanding officer.
- 18.7: Meetings The Association may schedule and conduct its meetings on Police Department property provided it does not disrupt the duties of the employees or the efficient operation of the department, and subject to the approval of the Police Chief. Police Dispatchers may attend such meetins subject to the approval of the Communications Director and the Police Chief.
- 18.8: Training Schedules Training classes for employees working past midnight shall commence following the employee's scheduled leave day. Day shift and afternoon employees shall attend as scheduled as long as scheduled leave days are not changed.

Emergency changes in scheduling can be made without changing the employee's scheduled leave days. Specialized training shall be scheduled by the employee, supervisor and training officer.

ARTICLE XVIII - Miscellaneous (continued)

- 18.9: Field Training Program Effective December 6, 1988 police officers who are selected as Field Training Officers, and who are charged with the responsibility of training probationary officers, shall be paid an additional forty (40) minutes at time and one-half for the day the officer is assigned to this program.

**ARTICLE XIX
RESIDENCE**

- 19.1: Effective July 1, 1990 all employees in the bargaining unit shall be required to maintain residence within a reasonable distance of the Dearborn Police Headquarters. Reasonable shall be defined as a distance no greater than that which would allow an officer to respond for duty during an emergency.

**ARTICLE XX
UTILIZATION OF POLICE RESERVES**

- 20.1: Whenever a member of the Dearborn Police Reserve is assigned to a police function, there shall be assigned at the same time, and for an equal duration, a regular member of this department on an overtime basis.

The provisions of the above paragraph shall not apply under the following circumstances:

- A. Reserves will be allowed to work four (4) hours a month with a regular officer for training. No officer will be required to work with a reserve more than four (4) hours in any one-month period or until all other officers working on that day have worked with a reserve since that officer last rode with a reserve.
- B. Vacation house checks with a police vehicle designated with neighborhood watch and police reserve insignia on the vehicle.
- C. Security type assignment which would not normally be performed by regular sworn police officers (non-City functions) i.e. church carnivals, private fund raisers. If a special event is held that may be questionable under guideline, management and union will discuss and work out an agreement.
- D. When acting as eyes and ears in an unmarked vehicle in civilian clothes and not carrying a weapon. (Reserves will not be used for police details such as surveillance of stolen cars, B&E's or special events.)
- E. No reserves will ride alone in a marked vehicle without the reserve designation on it.

ARTICLE XX - Utilization of Police Reserves (continued)

20.1: (continued)

- F. Neighborhood surveys, i.e., neighborhood watch, crime prevention programs.
- G. In the event of layoffs, management and union will meet to renegotiate this Article. If an agreement is not reached the Employer or the Union may invoke interest arbitration to resolve the issue. During this period the Employer will not expand the use of reserves identified in this Article.

**ARTICLE XXI
PROBATION**

- 21.1: In order that the appointing authority may effectively participate in the selective process, a probationary or working test period is hereby established for a period of fifteen (15) months, effective for the employees who filed an initial or renewal application for employment as Police Officer on or After April 1, 1989, in accordance with the following conditions:
- 21.2: The probationary period or working test period shall apply to all employees whether appointed from an original entrance list, reemployment list or promotional employment list.
- 21.3: The appointing authority may at any time after the first six (6) months of the probationary period request the Civil Service Commission to terminate the probationary period and give permanent status to the employee.
- 21.4: The probationary or working test period is considered as part of the examination process prior to an employee gaining permanent status. Therefore, an employee who has been appointed from an original entrance or reemployment list (not lay off reemployment list) may have his/her services terminated at any time during such probationary period without the right of appeal.
- 21.5: A sworn employee who is serving a twelve (12) month probationary period as a result of a promotion to a higher classification, excluding Police Cadets promoted to Police Officer, and whose services are found to be unsatisfactory at any time during this probationary period shall be returned to the classification from which he/she was promoted.
- 21.6: A Police Officer promoted from Police Cadet who is found to be unsatisfactory at any time during this probationary period shall be terminated without the right of appeal.

**ARTICLE XXII
LEAVE WITH PAY**

22.1: Conferences All employees may be granted a leave with pay by the appointing authority with the approval of the Personnel Director, for a period up to five (5) calendar days in cases where the City of Dearborn, and may be for the purpose of attending trade or professional conferences that would be in relation to the employee's work, or the time off may be granted where the request is for not more than four (4) accredited delegates to attend a Veterans' or labor convention, or a credit union conference. Leave requests beyond the above provisions shall be requested by the appointing authority and submitted to the Civil Service Commission.

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

- A. The amount of compensation due the employee from the City shall be the difference between his/her regular salary for the ten (10) work day period, and the amount paid to him/her by the Government for a like period, provided, however, that any sums representing allowances shall be excluded from the computation.
- B. Such leave may be granted only once in any twelve (12) month period.
- C. This leave will apply only to permanent employees who have served at least ninety (90) days.

Upon the recommendation of the appointing authority, and the approval of the Civil Service Commission, an employee who is called to duty as a member of the Michigan National Guard because of an emergency existing in the State, may be considered for remuneration that would be the difference between his/her normal compensation and the compensation paid to him/her by the Michigan National Guard while in the activated unit.

22.3: Funeral Leave

- A. An employee shall be allowed funeral leave up to four (4) work days for the purpose of attending a funeral, except in cases where the additional time is approved by the Civil Service Commission.

ARTICLE XXII - Leave with Pay (continued)

22.3: Funeral Leave (continued)

- B. Time off shall be restricted to death in the employee's immediate family, which would mean spouse or children, parents and grandparents, brothers and sisters, spouse's parents and grandparents and brothers and sisters, and all other cases where in the discretion of the appointing authority and the Civil Service Commission leave for funeral is justified. Funeral leave will not be charged to any other paid leave.

22.4: Personal Business Days Employees who have completed their probationary period shall be entitled to two (2) personal business days for each fiscal year, and shall be subject to the following regulations:

- A. Such personal days may not be used with Vacation except with the prior approval of the Police Chief, or his designee.
- B. The manpower needs of the department shall be taken into consideration in granting personal leave days. The employee shall give reasonable notice to the commanding officer prior to the date such leave is scheduled.
- C. May not be accumulated from one fiscal year to another.

**ARTICLE XXIII
LEAVE WITHOUT PAY**

23.1: Leaves Less than Thirty Days Any employee may be granted a leave of absence without compensation upon the recommendation of the appointing authority and the approval of the Personnel Director, for reasons that would be sufficient to justify granting of such leave including, but not limited to:

- A. Induction or enlistment into the armed forces during the time of war for the duration of such service.
- B. Physical or mental disability.
- C. For the purpose of continued education in a related field to his/her employment.
- D. For personal reasons in which the total time involved would be less than thirty (30) days.

ARTICLE XXIII - Leave without Pay (continued)

- 23.2: Leaves in Excess of Thirty Days Any employee may be granted a leave of absence for other reasons, or for a greater period of time, upon the approval of the appointing authority and the Civil Service Commission. Such a request shall not be unreasonably denied.
- 23.3: Maternity Leaves As provided under Title VII of the Civil Rights Act of 1964 (amended October 1978) for disabilities caused by pregnancy, miscarriage, abortion, childbirth, and the recovery from childbirth, for such period that the employee is physically disabled and unable to work. The initial period shall be for a maximum of sixty (60) calendar days.
- 23.4: Regulations Regarding Leaves Without Pay
- A. Any employee returning from a leave granted to enter the armed forces shall apply for restoration to his former position within ninety (90) days after his/her honorable discharge.
 - B. Any uncompleted training period shall be completed upon return from a leave as herein granted.
 - C. An employee may be required to submit to such physical examination as may be deemed necessary to determine physical fitness to resume former duties if reemployment is not within ninety (90) days.
 - D. An employee granted leave of absence hereunder shall be restored to his/her position on the expiration of the leave; or before the expiration if approved by the appointing authority and the Personnel Director.
 - E. Any employee still serving a probationary period who has been granted a leave of absence, shall have the length of his/her probationary period extended for the period of the leave of absence, but not for a period that would be greater than the length of the probationary period.
- 23.5: Absence Without Leave Any employee who is absent from work for three (3) consecutive work days, other than for Vacation or Sick Leave, without a specific grant of a leave of absence shall be deemed to have resigned from the City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent leave of absence. The failure of an employee to report at the expiration of a leave of absence shall be deemed an Absence Without Leave.
- 23.6: Nothing in this Agreement shall impair or diminish any rights or obligations of employees as contained in the Family Leave Act, and the City reserves its rights to implement and administer said Act.

**ARTICLE XXIV
SICK LEAVE**

24.1: Rate of Accumulation

- A. All regular, full-time employees shall be granted Sick Leave on the basis of one (1) work day for each completed month of service.
- B. The monthly sick leave accumulation shall accrue to an employee upon completing a minimum of twelve (12) work days in the month. Sick leave shall continue to accrue when the employee is receiving a full salary on a duty disability, personal sick leave or vacation.
- C. Employees entitled to time off for Legal Holidays shall not have such time charged as sick time when the holiday falls during the sick leave period.

24.2: Regulations and Uses of Sick Leave

- A. Effective March 1, 1987 sworn Police Officers may not have more than Two Hundred Fifty (250) work days accumulated Sick Leave to their credit at any one time.
- B. An employee on Sick Leave shall notify a supervisor no later than fifteen (15) minutes prior to tour of duty, except as otherwise provided by departmental orders, copies of which must be in the files of the Department of Personnel.
- C. Employees shall follow departmental rules and procedures relating to personal illness as described in Department Order 80-133.
- D. It is further provided whenever an employee is absent from duty because of illness, and the services of this employee are still being used on a part-time basis, then it shall be the duty of the department head to certify to the Department of Personnel and the City Controller at the close of each bi-weekly pay period, that this employee has performed duties that would represent a portion of a work day and then such remaining portion of the work day may be charged to Sick Leave when approved by the Civil Service Commission.
- E. Whenever the Department of Personnel has reason to believe that Sick Leave is being abused or misused, it shall investigate and report the result of such investigation to the Civil Service Commission. If the Commission finds as a result of such investigation that an employee is abusing the privilege of Sick Leave, such employee shall have an option of a hearing before the Police Chief or the Civil Service Commission.

ARTICLE XXIV - Sick Leave (continued)

- F. When it has been determined under Section 24.2 (E) that an employee has violated the Sick Leave provisions he/she may be subject to discipline.
- G. All accumulated and unused Sick Leave shall be credited to any employee recalled from lay off, transferred to another department, or returning from a leave of absence.
- H. Whenever an employee has been appointed from a Reemployment List (not Lay Off Reemployment) Sick Leave shall be restored at the end of a twelve-month period on the basis of fifty percent (50%) of the unused balance at the time of separation not to exceed a maximum of thirty (30) days.

24.3: Employees on Sick Leave Employees on medical leave or sick leave, approved by the City Physician may absent themselves from the City upon providing notice of same to the department.

**ARTICLE XXV
VACATION LEAVE**

25.1: Vacation Accumulation

Police Officers hired on and after July 1, 1992 shall be entitled to the following Vacation accumulation after completing six months of satisfactory service.

<u>Years of Service</u>	<u>Monthly Prorata Allowance That Will Total</u>
Up to 2 years of service	14 work days per year
From 2 to 4 years of service	18 work days per year
From 4 to 12 years of service	20 work days per year
After 12 years of service	25 work days per year

Effective July 1, 1994 vacation accumulation as follows:

<u>Years of Service</u>	<u>Monthly Prorata Allowance That Will Total</u>
Up to 2 years of service	16 work days per year
From 2 to 4 years of service	18 work days per year
From 4 to 12 years of service	20 work days per year
After 12 years of service	25 work days per year

ARTICLE XXV - Vacation Leave (continued)

25.2: Vacation Regulations

- A. New employees shall receive the first month's accumulation on the first of the month subsequent to the date of employment, providing such date is prior to the fifteenth (15th) of the month. Provided further the monthly accumulation shall accrue to an employee upon completing a minimum of twelve (12) work days in the month. Holidays when granted to the employee shall be considered work days.
- B. Vacation shall continue to accrue when the employee is receiving a full salary on a duty disability leave or personal sick leave.
- C. Police Department personnel, except civilians, who work a forty (40) hour work week, and who have not accumulated thirty (30) work days of vacation on or before June 30, 1968, shall be restricted to a thirty (30) work day accumulation. Employees who have accumulated in excess of thirty (30) work days vacation shall be limited to the amount of accumulation to their credit on July 1, 1968, or the accumulation that would exceed thirty (30) work days on each subsequent July first thereafter.
- D. Any employee who has been granted a military leave, and has served in the armed forces for a period of at least ninety (90) days, and returns to the City service after an honorable discharge, shall after working for a period of three (3) months, be entitled to vacation privileges equal to one-half of one year's accumulation.
- E. The appointing authority may request the Civil Service Commission to extend the maximum accumulation of vacation as set forth in these rules, if there are extenuating circumstances that would warrant such extension.
- F. The employee shall not lose his accumulated vacation if the appointing authority fails to schedule vacation on a reasonable basis, or denies such vacation.

**ARTICLE XXVI
CLASSIFICATIONS AND RATES OF COMPENSATION**

Rates of Compensation Effective July 1, 1993 through June 30, 1995

<u>No.</u>	<u>Classification</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>
01101	Police Officer	(a)	28674 31069 33466 35862 38263
01102	Police Corporal	*	40526

- (a) First 12 months - Minimum rate
 After 12 months and for 12 months - Second step in the range
 After 24 months and for 6 months - Third step in the range
 After 30 months and for 6 months - Fourth step in the range
 After 36 months and for 12 months - Fifth step in the range
 *After 48 months *Police Corporal rank provided the employee has passed a qualifying examination.
- (b) Additional compensation for Evidence Technician duties. There shall be a function known as Evidence Technician. Those officers performing such functions shall be trained and assigned as set forth in the agreement with the Police Officers Association, and such officers shall receive additional compensation for performing such duties equal to one hour of their base rate at straight time.

Rates of Compensation Effective July 1, 1994

<u>No.</u>	<u>Classification</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>
01203	Detective Sergeant	annually	46555 47821
01204	Detective Sergeant R.I.B.	annually	46555 47821

ARTICLE XXVI - Classifications and Rates of Compensation (continued)Rates of Compensation Effective July 1, 1995 thru June 30, 1996

<u>No.</u>	<u>Classification</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>
01101	Police Officer	(a)	29678 32156 34637 37117 39602
01102	Police Corporal	*	41944
01203	Detective Sergeant	annually	** see note below
01204	Detective Sergeant R.I.B.	annually	** see note below

(a) First 12 months - Minimum rate
 After 12 months and for 12 months - Second step in the range
 After 24 months and for 6 months - Third step in the range
 After 30 months and for 6 months - Fourth step in the range
 After 36 months and for 12 months - Fifth step in the range
 *After 48 months *Police Corporal rank provided the employee has passed a qualifying examination.

(b) Additional compensation for Evidence Technician duties. There shall be a function known as Evidence Technician. Those officers performing such functions shall be trained and assigned as set forth in the agreement with the Police Officers Association, and such officers shall receive additional compensation for performing such duties equal to one hour of their base rate at straight time.

** Rates for Detective Sergeant and Detective Sergeant R.I.B. to be adjusted at conclusion of negotiations with Police Lieutenants and Police Sergeants.

ARTICLE XXVI - Classifications and Rates of Compensation (continued)

Rates of Compensation Effective July 1, 1996

<u>No.</u>	<u>Classification</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>
01101	Police Officer	(a)	30717 33281 35849 38416 40988
01102	Police Corporal	*	43412
01203	Detective Sergeant	annually	** see note below
01204	Detective Sergeant R.I.B.	annually	** see note below

(a) First 12 months - Minimum rate
 After 12 months and for 12 months - Second step in the range
 After 24 months and for 6 months - Third step in the range
 After 30 months and for 6 months - Fourth step in the range
 After 36 months and for 12 months - Fifth step in the range
 *After 48 months *Police Corporal rank provided the employee has passed a qualifying examination.

(b) Additional compensation for Evidence Technician duties. There shall be a function known as Evidence Technician. Those officers performing such functions shall be trained and assigned as set forth in the agreement with the Police Officers Association, and such officers shall receive additional compensation for performing such duties equal to one hour of their base rate at straight time.

** Rates for Detective Sergeant and Detective Sergeant R.I.B. to be adjusted at conclusion of negotiations with Police Lieutenants and Police Sergeants.

**ARTICLE XXVII
SERVICE INCREMENTS EFFECTIVE DATE**

- 27.1: Service increments shall be effective on the first day of the first pay period in the month following the completion of the required period of service.

**ARTICLE XXVIII
OVERTIME AND VACATION PAY-OFF ON SEPARATION**

- 28.1: When an employee leaves the classified service of the City for reasons other than retirement, he/she shall be entitled to payment for any overtime or vacation accumulation that he/she has at the date of his/her separation.
- 28.2: When an employee leaves the classified service of the City through retirement, he/she shall be entitled to payment for any overtime accumulation and may elect one of the following options relating to vacation balances:
- A. To remain on the rolls and run our accumulated vacation until effective date of retirement, or
 - B. Receive cash payment for a maximum of thirty (30) work days of accumulated vacation at time of retirement.

(Section 28.2 - effective June 30, 1984)

- 28.3: Separation Pay for Overtime on Retirement When an employee covered by the City of Dearborn Revised Police and Fire Retirement System (Chapter 23 of the former City Charter) leaves the classified service through retirement, the employee shall be entitled to payment for a maximum of one hundred and twenty (120) hours of accumulated overtime and a maximum of forty (40) hours of accumulated carry over time. Any hours in excess of these maximums shall not be compensated in any manner. When an employee covered by the City of Dearborn Police and Fire Retirement System (Chapter 21 of the former City Charter) leaves the classified service through retirement, the employee shall be entitled to payment for any overtime accumulation that he has at the date his retirement becomes effective.

(Hours in excess of maximum accumulations to be used by April 22, 1991)

**ARTICLE XXIX
HOURS OF WORK**

- 29.1: Employees in this unit shall work a forty (40) hour week. Employees working in seven (7) day operations shall average eighty (80) hours in a bi-weekly pay period on the basis of daily shifts of eight (8) hours. (Note: Under the bargaining unit agreement the Police Chief has an option of approving a schedule commonly known as "7-2 7-5" work schedule which is not consistent with the language in this section.

**ARTICLE XXX
MINIMUM REPORTING TIME**

- 30.1: If an employee reports for work on a scheduled work day, or is called to work on a non-scheduled work day, or is called back to work after working a scheduled work day, then he/she shall be given a minimum credit of four (4) work hours.
- 30.2: Effective November 6, 1990 if an employee is called to work between two (2) and four (4) hours before the regular starting time, then the employee shall be credited with the minimum four (4) work hours. If an employee is called to work less than two (2) hours before the regular starting time, it shall be considered overtime hours.

**ARTICLE XXXI
SHIFT PREMIUM PAY**

- 31.1: Effective July 1, 1990 all employees in this unit shall be paid in addition to their regular compensation thirty-five (35) cents per hour for each hour worked on the third shift (afternoons) and forty (40) cents per hour for each hour worked on the first shift (midnights). The Civil Service Commission shall define the Working Hours of the midnight and afternoon shifts.
- 31.2: Employees regularly assigned on an afternoon or midnight shift shall be paid the premium rate for such shift when off on vacation, sick leave, personal business, or any other paid leave.

**ARTICLE XXXII
POLICE OVERTIME AND COURT TIME**

- 32.1: Police Overtime Effective November 6, 1990 employees in this bargaining unit shall be compensated for overtime on the following basis: Compensatory time off or cash payment at the rate of one hundred fifty percent (150%) of the hours worked beyond the normal work schedule. The employee shall have an option to elect compensatory time or cash payment. Compensatory time shall not exceed a maximum of one hundred twenty (120) hours. The election of compensatory time off or cash payment for a particular pay period may not be changed thereafter for that pay period.

(Hours in excess of maximum accumulations to be used by April 22, 1991)

- 32.2: Court time shall be compensated on the same basis as set forth in above subsection with the following minimum allowances:

19th District Court: Two (2) hours per session when the employee is required to appear during off-duty hours.

Higher Courts or Other
Hearing Agencies: Four (4) hours for morning or afternoon sessions, provided the appearance is during the employee's off-duty hours.
Eight (8) hours if attendance is at both sessions during normal off-duty hours.

Provided further that if the court or hearing session is not adjourned at 12:00 Noon, any time thereafter shall be compensated at time and one half.

On Call Time: Two (2) hours per session when the employee is required to be on call or stand by.

**ARTICLE XXXIII
HOLIDAY PROVISIONS**

33.1: The following contract holidays shall apply to all police personnel in this unit and shall be paid in cash or compensatory time under the terms set forth in this section:

New Year's Day (Jan. 1)
Abraham Lincoln's Birthday (Feb. 12)
George Washington's Birthday (Observed)
Easter Sunday (Observed)
Memorial Day (Observed)
Fourth of July (July 4)
Labor Day (Observed)
Columbus Day (Observed)
Veteran's Day (Nov. 11)
Thanksgiving Day (Observed)
Day before Christmas (Dec. 24)
Christmas Day (Dec. 25)
Day Before New Year's (Dec. 31)

33.2: Employees shall have the option of taking holiday pay in cash or compensatory time. Employees will notify the employer prior to the beginning of the pay period of his/her option. Once the employee selects the option it will remain in effect until he/she changes it. Maximum accumulation provisions set forth in Article XXXII (Police Overtime and Court Time) shall also apply to compensatory time for Holidays.

- A. If an employee is not required to work on the holidays set forth he/she shall receive an additional day's pay for the holiday, at the regular daily rate for each of the holidays enumerated, or equal compensatory time off.
- B. If an employee is required to work on any of the contract holidays, he/she shall be paid one and one-half (1½) time the straight time hourly rate for those hours worked, up to eight (8) hours, in addition to the pay for the holiday, or equivalent compensatory time off.
- C. If an employee is required to work beyond eight (8) hours on a contract holiday, the time in excess of eight (8) hours shall be paid in accordance with terms set forth in the police overtime and court time section.
- D. The contract holiday worked shall be interpreted to mean the work day that is posted by the Police Department on the official time sheet, and will be recognized as the work day to be paid at the premium rate.

ARTICLE XXXIII - Holiday Provisions (continued)

- 33.3: In addition to the compensation set forth above, police officers in the Detective and Record Bureaus, who have a regular specified schedule of on-call duty, will be granted compensatory time off on a straight time basis for the hours worked on a holiday, and the work schedule will be arranged so the leave day will not fall on a holiday. However, if there are classifications that do not have specified on-call duty requirements, and are scheduled off on a holiday that is not a leave day, then such time shall be charged to vacation in order to receive the holiday pay.
- 33.4: It is further provided that any employee absent without leave on scheduled work day immediately preceding or succeeding holidays shall not be entitled to pay for such holiday.
- 33.5: It is the intention of the City to pay holiday pay in the pay period in which it occurs.

**ARTICLE XXXIV
CLOTHING AND MAINTENANCE ALLOWANCE**

- 34.1: Effective July 1, 1985 employees in the non-supervisory bargaining unit shall be paid an annual clothing and maintenance allowance of Four Hundred Dollars (\$400.00) per year. The annual allowance shall be prorated on the basis of a quarterly allotment and paid at the end of each quarter. Any employee beginning or terminating his employment during the quarterly period shall receive a prorata portion of the quarterly allotment. The allowance shall continue to be paid as long as the employee renders service to the City.
- 34.2: Provided further that each employee receiving such allowance shall maintain and replace clothing as may be required by the Chief of the Department, after periodic inspections. It is further provided that the City shall furnish the new recruit with his first uniform which shall not be charged against this allotment.

**ARTICLE XXXV
GUN ALLOWANCE**

- 35.1: Police Officers in this bargaining unit shall be paid a gun allowance in the amount of Three Hundred Dollars (\$300.00) annually. The gun allowance shall be prorated and paid on the basis of a quarterly allotment. It is recognized that the City does not require an employee to carry a gun while off duty.

**ARTICLE XXXVI
LONGEVITY PAY**

36.1: Effective December 1, 1994 for payment in December, 1994, the Longevity Pay schedule for Police employees in this unit shall be as follows:

Effective December 1, 1994

<u>Years of Service Completed</u>	<u>Amount</u>
5 thru 9 years	\$ 750
10 thru 14 years	1,250
15 thru 19 years	1,750
20 years and over	2,250

Effective December 1, 1995

<u>Years of Service Completed</u>	<u>Amount</u>
5 thru 9 years	\$ 1,000
10 thru 14 years	1,500
15 thru 19 years	2,000
20 years and over	2,500

Effective December 1, 1996

<u>Years of Service Completed</u>	<u>Amount</u>
5 thru 9 years	\$ 1,250
10 thru 14 years	1,750
15 thru 19 years	2,250
20 years and over	2,750

36.2: Administrative Regulations

- A. To qualify for the annual longevity payment as set forth in Section 36.1, the employee must be working in a full time permanent position and must have earned his/her service credit on or before December first of each year.
- B. The term "service" for the purpose of determining eligibility for longevity pay shall be those years of service that have been credited to the employee's seniority in accordance with the definition of "Employer Seniority" as set forth in Article IX of this Agreement.

ARTICLE XXXVI - Longevity Pay (continued)

36.2: (continued)

- C. To be eligible for longevity pay under Section 36.1, employees must have a satisfactory working record for the twelve (12) months previous to December first of each year; and such satisfactory work record shall be determined by the Civil Service Commission from the information that may be contained in the employee's personnel file.
- D. Employees retiring during the year shall receive at the time of retirement a prorated portion of the annual longevity payment based upon the number of months on the payroll from December first to the date of retirement, providing retirement is under one of the following conditions: (1) a service retirement after twenty-five (25) years of service, (2) a service retirement after age 60, (3) a duty or non-duty disability retirement.

If an employee dies during the year, then his beneficiary shall receive a prorated portion of the annual longevity payment based upon the number of months on the payroll from December first to the date of death.

**ARTICLE XXXVII
HEALTH CARE BENEFITS**

- 37.1: The City will make monthly payments for the cost of Health Care Benefits for all employees who work in a permanent full time position, in an amount equal to the full subscription rate charge for the coverage to which the employee shall have subscribed. The monthly payment shall be made by the City for each month that the employee receives some salary or wage as compensation for services. The coverage shall be limited as set forth in the following sections:
- 37.2: (Following section to continue through August 2, 1985)
The basic coverage for self, or self and spouse, or self and family (including only spouse and eligible children) shall be either the Blue Cross/Blue Shield MVF-1, plus Master Medical and Drug Rider; or coverage under the Health Alliance Plan or an equivalent Health Maintenance Organization Plan.
- 37.3: Effective August 3, 1985, the coverage shall be limited to one of the following programs for self, or self and spouse, or self and family (including only spouse and eligible children). The City reserves the right to provide additional health coverage programs for the employee's selection.

ARTICLE XXXVII - Health Care Benefits (continued)

37.3: (continued)

Effective July 1, 1988 married employees who are both employed by the City shall be eligible to elect: (1) an individual single health care benefit for each employee, or (2) one family health care benefit, or (3) one two-person contract. This provision shall not affect selections made prior to the effective date of July 1, 1988.

- A. Blue Cross/Blue Shield Comprehensive Major Medical Program (Dimension III) with deductible and co-payment with stop-loss, according to the following schedule.

Wage Group	Base Wage	DEDUCTIBLE		80/20 CO-PAY
		Single	2P/Family	Up to Stop Loss
I	Up to \$21,999	\$ 150	\$ 300	\$ 500
II	\$22,000 thru 31,999	200	400	750
III	\$32,000 thru 39,999	250	500	1,000
IV	\$40,000 and over	300	600	1,000

Effective August 3, 1986 a Drug Rider (\$5.00 co-payment) shall be included under this program.

- B. Coverage under one of three (3) additional Health Maintenance Organization Plans selected by the City.

Effective July 1, 1992 a Drug Rider with \$5.00 co-payment shall be included under these plans.

37.4: Employees shall be required to pay for family continuation and/or sponsored dependent riders. Under the Blue Cross/Blue Shield Comprehensive Major Medical program the sponsored dependent rider shall be required to pay the corresponding premium rate.

37.5: If an employee represented by this bargaining unit is killed in line of duty, the benefits of this section shall continue to be provided to the spouse until the spouse remarries, and to dependent children until the children cease to be dependents.

ARTICLE XXXVII - Health Care Benefits

37.6: Non-Participation in Health Care Coverage

A cash bonus of Two Thousand Five Hundred Dollars (\$2,500) to be payable under the following conditions:

- A. Employee must have health coverage via a spouse who is employed by an employer other than the City of Dearborn.
- B. An employee electing to waive health care coverage must sign the appropriate forms prior to July first each year, and the annual payment shall be made on or about July fifteenth.
- C. Any employee who collects this bonus whose circumstances subsequently change shall be eligible for health care coverage. Such employee shall reimburse the City a prorated portion of the bonus based on a twelve (12) month period.

37.7: Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a federal or national level, and should the City or its employees be affected, directly or indirectly, by said legislation, then, at the request of either party, the parties shall negotiate regarding said subject.

**ARTICLE XXXVIII
RETIREE HEALTH CARE BENEFITS**

38.1: Current retirees in this unit shall be entitled to retirement health benefits as follows: The City shall pay One Hundred percent (100%) of the premium costs for Blue Cross/Blue Shield insurance, or Health Maintenance Organization Plan (for the same coverage provided for active employees) for retirees and spouses, provided however, that this benefit is granted only to those retirees or beneficiaries entitled to receive annuity payments on the date of retirement.

38.2: In the event a retiree covered by the above provisions subsequently obtains other employment where the employer provides Blue Cross/Blue Shield, a Health Maintenance Organization plan, or Preferred Provider Organization plan of a substantially similar nature, he/she shall notify the City of such employment, and the retiree may apply for the cash bonus for non-participation in health coverage under Section 38.4 of this article, if eligible.

The City shall not be required to continue its coverage for the duration of the retiree's other employment. Upon the retiree's leaving his/her above-mentioned employment, he/she may notify the City in writing and the City shall again enroll the retiree in its Blue Cross/Blue Shield hospitalization plan, or similar coverage under a Health Maintenance Organization plan.

ARTICLE XXXII - Retiree Health Care Benefits (continued)

38.3: Employees who retire effective July 3, 1985, or thereafter, the coverage shall be limited to one of the following programs for the retiree and spouse. The City reserves the right to provide additional health coverage programs for the retiree's selection.

- A. Blue Cross/Blue Shield Comprehensive Major Medical program (Dimension III) with deductible and co-payment with stop loss according to the following:

<u>Service Annuity</u>	<u>DEDUCTIBLE</u>		<u>80/20 CO-PAY</u>
	<u>Single</u>	<u>2P/Family</u>	<u>Up to Stop Loss</u>
Up to \$21,999	\$ 150	\$ 300	\$ 500

Effective August 3, 1986 a Drug Rider (\$5.00) co-payment shall be included under this program.

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

<u>Service Annuity</u>	<u>DEDUCTIBLE</u>		<u>80/20 CO-PAY</u>
	<u>Single</u>	<u>2P/Family</u>	<u>Up to Stop Loss</u>
Up to \$21,999	\$ 150	\$ 300	\$ 500
\$22,000 thru \$31,999	200	400	750

Effective July 1, 1994 the third level of deductible and co-payment with stop loss as follows:

<u>Service Annuity</u>	<u>DEDUCTIBLE</u>		<u>80/20 CO-PAY</u>
	<u>Single</u>	<u>2P/Family</u>	<u>Up to Stop Loss</u>
Up to \$21,999	\$ 150	\$ 300	\$ 500
\$22,000 thru \$31,999	200	400	750
\$32,000 thru \$39,999	250	500	1,000

- B. Coverage under one of three (3) additional Health Maintenance Organization plans selected by the City.

Effective July 1, 1992 a Drug Rider with \$5.00 co-payment shall be included under these plans.

ARTICLE XXXII - Retiree Health Care Benefits (continued)

38.3: (continued)

Retirees shall be eligible to make a choice of these various coverages during the customary enrollment period in June of each year.

The above coverages are subject to the following provisions:

- 1) Subject to condition set forth in Sections 38.1 and 38.3, employees shall have One Hundred Percent (100%) of the premium charges paid by the City for the retiree.
- 2) Employees retiring under a duty disability retirement shall have the full monthly premium paid for retiree and spouse. A beneficiary receiving a duty death annuity shall have the full monthly premium paid for the spouse and dependent children, such payment to continue until remarriage.

38.4: Beginning in the month the retiree reaches age sixty-five (65) or is eligible and receives Medicare, whichever comes first, the retiree may choose coverage under one of the Health Maintenance Organization Plans, or shall be provided supplemental Blue Cross/Blue Shield coverage at the level determined by the City.

Subject to the provisions of Section 38.5, if the retiree is not eligible for Medical coverage, then the same prorated premium payments shall continue as set forth in Section 38.3.

38.5: If the retiree is eligible for Medicare and fails to make application for Medicare coverage, then the City shall not pay any greater premium than would have been paid had the retiree received Medicare. The retiree shall reimburse the City for any excess premiums paid.

In the event the City would be obligated to make contributions under a National Health Insurance Act, that would affect coverage for retirees, then the terms of this Agreement shall be subject to renegotiations.

38.6: If an employee elects a deferred allowance after ten (10) through nineteen (19) years of service with the City and subject to the conditions set forth in Sections 38.1 and 38.3, the employee shall have One Hundred percent (100%) of premium charge paid by the City. The premium payment shall begin for the month during which the retiree reaches age 55.

ARTICLE XXXII - Retiree Health Care Benefits (continued)

38.7: Non-Participation in Health Care Coverage

For those employees retiring on or after July 3, 1985, an annual cash bonus of Twelve Hundred and Fifty Dollars (\$1,250) for a single retiree, or Two Thousand Five Hundred Dollars (\$2,500) for a married retiree, to be payable under the following conditions:

1. Retiree must have health coverage via a spouse or another source as long as neither is financed in any way by the City of Dearborn.
2. A retiree electing to waive Health Care coverage must sign the appropriate forms prior to July first of each year, and an annual payment shall be made on or about August first.
3. Any retiree who collects this bonus whose circumstances subsequently change shall be eligible for health coverage. Such retiree shall reimburse the City a prorated portion of the bonus based on a twelve-month period.
4. No retiree shall receive a cash bonus that would go beyond the month such retiree would attain sixty-five (65) years of age, without the approval of the Civil Service Commission.

NOTE: Article XLIV (Savings Clause)

**ARTICLE XXXIX
DENTAL PLAN**

39.1: The City shall pay the full monthly premium for employees working in full time permanent positions.

39.2: The premium to be paid for dental coverage as follows:

- 100% of treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I) benefits
- 80% of balance of Class I benefits paid by Carrier
- 50% of treatment costs paid by Carrier on Class II benefits
- 50% of treatment costs paid by Carrier on Class III benefits
- \$600 maximum per person per contract year on Class I and Class II benefits, and \$500 lifetime maximum on Class III (orthodontic) benefits

ARTICLE XXXIX - Dental Plan (continued)

39.2: (continued)

Effective November 1, 1990 maximum as follows:

\$800 maximum per person per contract year on Class I and Class II benefits, and
\$800 lifetime maximum on Class III Orthodontic benefits

39.3: The effective date of coverage for new employees shall be the first monthly premium date that would be at least thirty (30) days subsequent to the date of employment.

39.4: If an employee is killed in line of duty, dental plan benefits shall continue to be provided to the spouse until the spouse remarries, and to dependent children until the children cease to be dependent.

**ARTICLE XL
SUPPLEMENTAL BENEFITS TO WORKER'S COMPENSATION**

40.1: In all cases where an employee has been totally incapacitated as a result of an accidental injury, or an acquired occupational disease arising out of and in the course of his/her employment, and if it is determined that such injury or disease is not the result of such employee's culpable misconduct, then such employee shall be paid for the time lost during disability for a period of One Hundred Eighty (180) calendar days, and for such additional days said employee may have to his/her credit as vacation leave, sick leave, or accumulated overtime, such sum or sums of money when added to his/her worker's compensation benefits shall be equal to his/her full wage or salary at the time of the injury. Such time shall not be charged against vacation without the employee's approval.

40.2: Any time lost beyond the one hundred eighty (180) day period shall first be charged against accumulated overtime and then to vacation, except that such time shall not be charged against vacation without the employee's approval.

40.3: Provided further, that any charge made to the personal sick leave, accumulated overtime, or vacation, will be based on the number of hours contained in the amount that represents the difference between the employee's normal salary at the time of injury and the amount of the worker's compensation benefit.

40.4: It is further provided that if the employee is still off because of an in-service injury at the termination of all leave time as herein set forth, and it would be apparent from a medical report that the employee will be able to return to work within a reasonable period, the appointing authority may request the Civil Service Commission for additional leave.

**ARTICLE XLI
SICK LEAVE SEPARATION PAY**

41.1: Upon separation from the classified service either through:

- A. A service retirement after twenty-five (25) years of service;
- B. A service retirement after age sixty (60);
- C. A duty or non-duty disability retirement; or
- D. Upon death of an employee,

an employee shall have paid to him/her or to his/her beneficiary an amount that will be equal to fifty percent (50%) of unused sick leave, but not in excess of sixty (60) work days.

41.2: After separation from the classified service, through a deferred service retirement after ten (10) years of service, an employee shall have paid to him/her, at the time he or she is entitled to collect a deferred allowance, a prorated amount of unused sick leave calculated in accordance with the memorandum of understanding dated January 27, 1995.

41.3: The separation rate of pay shall be the final hourly rate.

**ARTICLE XLII
LIFE INSURANCE COVERAGE**

42.1: Eligibility Coverage under this Policy, identified as Policy "C", includes all bargaining unit employees serving the City of Dearborn.

42.2: Effective July 1, 1990 for all employees in this unit who have completed ninety (90) days of continuous service, the amount of insurance to be paid herein designated as the principal sum shall be based upon the employee's annual salary excluding overtime, shift premium, longevity pay, merit increase or any other allowances. The principal amount shall be rounded to the next highest thousand dollars.

42.3: The applicable amount indicated in Section 42.2 shall be payable in the event of death from any cause, except that if an employee commits suicide, benefits shall not be payable unless the employee has completed two (2) full years of continuous, uninterrupted service prior to such suicide. Prior to the completion of three (3) full months of continuous service, there shall be no eligibility for benefits under this policy. For the purposes of this policy, thirty (30) calendar days shall be construed as one (1) month of service.

ARTICLE XLII - Life Insurance Coverage (continued)

42.4: Accidental Death and Dismemberment

A. Accidental Death

1) Coverage and Benefits In the event of death occurring by accidental means, as herein described and conditioned in Section 42.4 (C) all persons eligible under 42.1 and 42.2, herein shall also be eligible for the additional benefit set forth hereinbelow in the schedule entitled Schedule of Benefits for Accidental Death.

B. Schedule of Benefits for Accidental death In event of death occurring by accidental means, as herein described and conditioned, the full principal amount shall be paid.

C. Conditions and Exclusions The above sums payable under the Schedule of Benefits for Accidental Death shall be applicable only in cases where the death results directly and independently of all other causes from bodily injuries sustained solely through accidental means, and where the death occurred within one (1) year of the date of the accident causing such loss.

42.5: Accidental Dismemberment

A. Coverage and Benefits All persons eligible under 42.1, 42.2 and 42.3 herein shall be eligible for the benefits set forth hereinbelow in the schedule entitled Schedule of Benefits for Accidental Dismemberment, subject to the conditions and exclusions hereinafter stated in Section 42.5 (C).

B. Schedule of Benefits for Accidental Dismemberment

The full principal sum shall be paid for loss of:

- The sight of both eyes;
- Both hands;
- One hand and one foot;
- One hand and one foot, together with the sight of one eye.

One-half the principal sum is to be paid for the loss of:

- One hand;
- One foot;
- The sight of one eye.

ARTICLE XLII - Life Insurance Coverage (continued)

42.5: (continued)

- C. Conditions and Exclusions The above sums payable under the Schedule of Benefits for Accidental Dismemberment, shall be applicable only in cases where the loss results directly and independently of all other causes from bodily injuries, excluding bodily injuries arising out of or in the course of employment sustained solely through accidental means, and where such loss occurred within one year of the date of the accident causing such loss and where the accident causing such loss does not also result in the employee's death.

- D. With respect to the loss of a hand or a foot, "loss" means dismemberment by severance through or above the wrist or ankle joint. With respect to an eye, "loss" means the entire and irrecoverable loss of sight of such eye. In no case will more than the full principal sum be paid for all losses sustained by the employee through one accident. A person eligible for accidental death benefits shall not be eligible for any accidental dismemberment benefits for losses arising out of the same accident.

42.6: Payment of Benefits All benefits payable under 42.4 will be paid by the Finance Director upon receipt of written proof covering the occurrence, character and extent of the event for which claim is made.

Subject to due proof of claim, benefits will be paid to the employee, if living at the time of payment, otherwise, to the beneficiary.

42.7: Termination of Benefits All benefits hereunder terminate automatically upon termination of employment. Leaves of absence for medical reasons shall not terminate coverage under this Policy. Military leaves for an indefinite period, military leaves exceeding ninety (90) calendar days, all other leaves exceeding ninety (90) calendar days and suspensions exceeding ninety (90) calendar days, will result in suspension of coverage during the period of such leave or suspension and until active duty is resumed.

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

42.9: Service Connected Accidents The accidental dismemberment benefits provided by Section 42.5, of this Policy shall not cover service connected accidents, it being understood that all such accidents are covered under the provisions of the Pay Plan, the Retirement Systems of the City of Dearborn or the Worker's Compensation Law of the State of Michigan.

The accidental death benefit provided by Section 42.4 of this Policy shall be payable for both service connected and non-service connected accidents, as awarded by an arbitration panel and enforced by the courts of the State of Michigan.

ARTICLE XLII - Life Insurance Coverage (continued)

- 42.10: Beneficiary Any sum becoming due on account of the death of an employee shall be payable by the Finance Director to the beneficiary or beneficiaries designated and filed in the office of the Finance Director. In the event that a designated beneficiary predeceases the employee, the share which such beneficiary would have received, if living, will unless otherwise specifically provided by the employee, be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive the employee. If no designated beneficiary survives the employee, or if no beneficiary has been designated, such sum shall be payable to the employee's surviving spouse. If there is no surviving spouse, then in equal shares to employee's children who survive the employee; if none survive the employee, to the employee's parents, or to the survivor; if neither survive the employee, in equal shares to the employee's brothers and sisters who survive the employee; or if none survive the employee, the employee's executor or administrator as part of the employee's estate.
- 42.11: Retiree Coverage Retired employees, non-duty disability retirees or duty disabled employees retiring on or after July 1, 1990 whose status has been converted to that of a regular retired employee, shall be eligible for insurance coverage in a principal sum of Two Thousand Five Hundred Dollars (\$2,500), upon application for coverage and payment to the City of a premium charge in the amount of Twenty Dollars (\$20.00) per year. Premium payments must be continuous and uninterrupted from date of retirement, and such premiums may be deducted from the regular retirement payments.
- 42.12: Chapter 23 (Police and Fire Revised Retirement Plan) duty disability retirees retiring on or after July 1, 1990 with less than twenty-five (25) years of creditable service shall have insurance coverage, without premium payment, in the same principal amount and subject to the same terms and conditions as coverage for active employees until such time as said retirees would have had twenty-five (25) years of service to their credit had they remained in active employment with the City. On the date that said retirees would have had twenty-five (25) years of creditable service, their coverage, as described above, shall cease, and they shall, upon application and payment of the Twenty Dollar (\$20.00) annual premium charge be eligible for insurance coverage in a principal amount of Two Thousand Five Hundred Dollars (\$2,500) only. Premium payments must be continuous and uninterrupted from the date such retirees would have had twenty-five (25) years of creditable service.

**ARTICLE XLIII
ADOPTION BY REFERENCE**

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

**ARTICLE XLIV
SAVINGS CLAUSE**

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

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

**ARTICLE XLV
POLICE CADETS**

- 45.1: Police cadets shall be covered by this agreement entered into between the City and Police Officers Association of Michigan, except as herein deleted or changed in this Article. It is agreed by the parties that a Police Cadet is not a sworn Police Officer, and that vacancies in the classification of Police Officer shall first be filled by promotion of Police Cadets.
- 45.2: The following Articles of this Agreement shall apply to Police Cadets in their entirety unless otherwise specified herein:

Article	II	Dues Deduction
Article	III	Union Security
Article	IV	Representation
Article	V	Management Rights
Article	VI	Management Security
Article	VII	Grievance Procedure
Article	VIII	Suspension, Demotions and Dismissals
Article	IX	Seniority
Article	X	Lay Off
Article	XIII	Special Conferences
Article	XIV	Bulletin Boards
Article	XVIII	Miscellaneous - Sections 18.1, 18.3, 18.5, 18.7
Article	XXII	Leave with Pay Sections 22.1, 22.2, 22.3, 22.4
Article	XXIII	Leave without Pay
Article	XXIV	Sick Leave
Article	XXVII	Service Increments - Effective Date
Article	XXVIII	Overtime and Vacation Pay-Off on Separation
Article	XXX	Minimum Reporting Time

ARTICLE XLV - Police Cadets (continued)

45.2: (continued)

Article	XXXI	Shift Premium Pay
Article	XXXII	Police Overtime and Court Time
Article	XXXIII	Holiday Provisions
Article	XXXVI	Longevity Pay
Article	XXXVII	Health Care Benefits
Article	XXXIX	Dental Plan
Article	XL	Supplemental Benefits to Worker's Compensation
Article	XLI	Sick Leave Separation Pay - Section 41.1
Article	XLII	Life Insurance Coverage
Article	XLIII	Adoption by Reference
Article	XLIV	Savings Clause

45.3: The following articles of this Agreement **shall not** apply to Police Cadets, except as specifically set forth in other sections of this Article:

Article	X	Promotions
Article	XI	Furlough Time - Selection Procedure
Article	XV	Evidence Technician Assignment
Article	XVI	Work Schedule
Article	XVII	Shift Selection
Article	XVIII	Miscellaneous - Sections 18.2, 18.4, 18.6, 18.8
Article	XIX	Residence
Article	XX	Utilization of Police Reserves
Article	XXI	Probation
Article	XXII	Leave with Pay - Section 22.5
Article	XXV	Vacation leave
Article	XXVI	Classifications and rates of Compensation
Article	XXIX	Hours of Work
Article	XXXV	Gun Allowance
Article	XXXVIII	Retiree Health Care Benefits

45.4: Probation A probationary or working test period is hereby established for Police Cadets in accordance with the following conditions:

- A. Police Cadets shall serve a twelve (12) month probationary period, which is considered to be part of the examination process. Therefore, an employee may be terminated at any time during such probationary period without the right of appeal.
- B. The Police Chief may at any time after the first six (6) months of employment request the Civil Service Commission to terminate the probationary period.

ARTICLE XLV - Police Cadets (continued)

45.4: Probation (continued)

- C. Upon appointment as sworn Police Officer provisions of Article XXI shall apply and the employee shall serve another probationary period.

45.5: Rates of Compensation The rates of compensation for Police Cadets shall be as follows:**Effective July 1, 1986**

<u>No.</u>	<u>Classification</u>	<u>Service Amount</u>	<u>Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>				
01301	Police Cadet	600	Annually	18528	19128	19728	20328	20928

Effective March 1, 1987

01301	Police Cadet	618	Annually	19084	19702	20320	20938	21556
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Effective November 1, 1987

01301	Police Cadet	637	Annually	19655	20292	20929	21566	22203
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- 45.6: Hours of Work Police Cadets hired on and after July 13, 1982 shall average eighty (80) hours of work in a bi-weekly pay period on the basis of daily shifts of eight (8) hours. The daily work schedule shall include a thirty (30) minute unpaid lunch period.

- 45.7: Work Schedule Posting The work schedule shall be posted at least two (2) week sin advance, and except in emergencies, a forty-eight (48) hour notice will be given employees when the work schedule is changed.

- 45.8: Cleaning Allowance Police Cadets hired on and after July 13, 1982 shall be paid an annual cleaning allowance of One Hundred Dollars (\$100.00). Effective July 1, 1985 the cleaning allowance shall be increased to One Hundred Fifty Dollars (\$150.00) per year. The annual allowance shall be prorated on the basis of a quarterly allotment and paid at the end of each quarter. The first payment in October 1982 shall be for the full amount for the July, August, and September quarter. Any employee beginning or terminating his/her employment during the quarterly period shall receive a prorata portion of the quarterly allotment.

Provided further that each employee receiving such allowance shall maintain clothing as may be required by the Chief of the Department after periodic inspections. It is further provided that the City shall furnish the Police Cadets with the initial uniform and replacements that may be required by the Police Department.

ARTICLE XLV - Police Cadets (continued)

45.9: Vacation Leave

- A. Vacation Accumulation After completing six (6) months of full time employment Police Cadets shall be entitled to accumulate vacation at the rate of one (1) work day per month.
- B. Vacation Regulations All vacation regulations set forth in Article XXV of this Agreement shall apply to Police Cadets, except for Subsection C of Section 25.2.
- C. Maximum Accumulation Vacation accumulated for a twelve (12) month period prior to July first must be taken off within the twelve (12) month period prior to the following July first. When a Police Cadet is promoted to Police Officer, payment shall be made for any vacation accumulated to the employee's credit and provisions of Article XXV, Section 25.1 shall apply effective the date of promotion.

45.10: Leave with Pay

- A. Article XXII shall apply to Police Cadets except Section 22.4 (Personal Business Days), which is set forth in this Section.
- B. Personal Business Days Police Cadets hired on and after July 13, 1982 shall be entitled to two (2) personal business days for each fiscal year, and after completing six (6) months of full time employment may take off (1) of these days. Such personal days may not be used with vacation except with the approval of the Police Chief, or his designee. The manpower needs of the Police Department shall be taken into consideration in granting personal leave days. The employee shall give reasonable notice to the commanding officer prior to the date such leave is scheduled. Personal days may not be accumulated from one fiscal year to another.

45.11: Retirement System Police Cadets shall be members of the General Employees Retirement System (known as Chapter 22 of the former City Charter). Upon appointment to Police Officer, pension contributions shall be refunded and employees shall become members of the Revised Police Retirement System (known as Chapter 23 of the former City Charter).

ARTICLE XLV - Police Cadets (continued)

- 45.12: Promotional examination for Police Officer The following policy shall be in effect for promotion of Police Cadets to Police Officer:
- A. Beginning July 1, 1982 through December 31, 1983 examinations will be administered for Police Officer on a continuous testing basis to full time Police Cadets who have completed at least six (6) months of satisfactory service, and who meet the minimum requirements set forth for Police Officer. Employees hired after January 3, 1984 may be required to complete at least one (1) year of satisfactory service.
 - B. The parts and weights of the examination shall be as follows:

Written Test, 60%; Promotional Potential Rating and Oral Interview, 40%.
 - C. Police Cadets who qualify on the examination with the passing grade of 70% on each part shall be placed on a promotional employment list in order of seniority as a full time Police Cadet, and shall be certified to the Police Department in seniority order.
 - D. Police Cadets who fail to qualify for Police Officer shall have their employment terminated by the City.

**ARTICLE XLVI
PENSION/RETIREMENT**

- 46.1: Retirement benefits shall be in accordance with the terms outlined under Chapter 21 and Chapter 23 of the former City Charter. For members of Chapter 23 only the following shall be in effect:
- A. Effective June 30, 1984 Policemen, as defined in Section 232.01, shall be eligible for retirement benefits after completing twenty-five (25) years of credited service, including military service time, regardless of age.
 - B. Effective November 1, 1981 earnings restrictions eliminated in Section 235.04. Post retirement income shall not be deducted from pension payments.

ARTICLE XLVI - Pension/Retirement (continued)

46.1: (continued)

C. Effective July 1, 1988, Chapter 23, Section 235.03, shall be amended to reflect that upon a non-supervisory police member's retirement he/she shall receive a life allowance based upon his/her average salary multiplied by his/her number of years, to the 1/12th year, of credited service as follows:

- 1) For the first twenty-five years 2.5% per year.
- 2) For the next five (5) years 1.5% per year.
- 3) Thereafter 1.0% per year.

D. Effective July 1, 1988, Chapter 23, 235.12 (1) shall be amended to reflect that a non-supervisory police member who retires on and after July 1, 1988 shall not receive any redetermination of his amount of benefit for the period of the first ten (10) years following his date of retirement. Thereafter, said non-supervisory police member shall be eligible for the provided-for two percent (2.0%) adjustment (subject to the cost of living cap) conditioned as set forth in said Section, beginning with the July first which is at least six (6) full months after the effective date of a monthly benefit. Such two percent (2.0%) adjustment shall not be retroactive. Fore example, a non-supervisory police member after fifteen (15) years of retirement, may receive a maximum of ten percent (10%) in any redetermination (15 years minus 10 years = 5 years multiplied by a maximum of 2.0% per year equals 10%).

E. Effective November 1, 1989, Chapter 23 shall be amended to reflect that a non-supervisory police member shall have the right to elect to receive after having accumulated twenty-five (25) years of service or at any date thereafter a partial or total refund of his accumulated contributions (without interest) to the Members Deposit Fund. A member shall have the right to elect to withdraw his contributions a maximum of two occasions, including at any time after he has acquired twenty five (25) years of service and at the date of separation. If a member makes such an election, an annuity payable under any retirement allowance, or a reduced retirement allowance, shall be reduced proportionately.

If the total accumulated contributions are withdrawn, no annuity shall be payable. If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the annuity withdrawn. The amount of the annuity at the time of such election shall be the amount used at the time of retirement for purposes of computing the retirement allowance.

F. All other provisions in the amended sections, and in all other sections, shall remain in full force and effect.

ARTICLE XLVI - Pension/Retirement (continued)

46.2: The City and the Union, and the Union on behalf of those non-supervisory police members it now or in the future represents, expressly agree that each party, in consideration for the wages, hours, terms and conditions of this collective bargaining contract, hereby unqualifiedly waives its right to submit for negotiation, and to submit to Act 312 arbitration, any issue constituting a change or modification in the Chapter 23 Retirement System escalator clause (Section 235.12 (1) for a consecutive period of ten (10) years from July 1, 1988 through June 30, 1998. It is specifically understood and agreed that neither party, for said ten (10) year period, shall have any obligation to bargain over said escalator clause.

Further, it is specifically understood and agreed that the Michigan Employment Relations Commission, pursuant to the Public Employment Relations Act or otherwise, nor any court of competent jurisdiction, shall have any authority to require either party to bargain nor arbitrate (pursuant to Act 312) concerning any proposal to amend, change, or modify said escalator clause.

The City and the Union hereby agree that this Section 46.2 remains in full force and effect until June 30, 1998, regardless of any earlier expiration date of any collective bargaining contract in which it is incorporated; and further agree that this section shall be automatically incorporated in all collective bargaining contracts executed prior to July 1, 1998.

46.3: Effective July 1, 1990, Chapter 23, 235.07 shall be amended to reflect that a non-supervisory police member who retires on or after July 1, 1990 shall be entitled to defer allowance anytime after vesting (10 years to be collected when otherwise eligible 25 years).

(See Article XXXVIII, Section 38.6 referencing Retiree Health coverage eligibility)

46.4: Effective July 1, 1994, the file allowance otherwise payable would not be reduced to reflect the withdrawal of contributions.

46.5: Pension Multiplier:

Effective July 1, 1994	2.6%	X	25 years;	1.0%	X	5 years
Effective July 1, 1995	2.7%	X	25 years;	1.0%	X	5 years
Effective July 1, 1996	2.8%	X	25 years;	1.0%	X	5 years
Cap: 75%						

ARTICLE XLVI - Pension/Retirement (continued)

46.6: The City and the Union, and the Union on behalf of those police members it now or in the future represents, expressly agree that each party, in consideration for the wages, hours, terms and conditions of this collective bargaining contract, hereby unqualifiedly waives its right to submit for negotiation, and to submit to Act 312 arbitration, any issue constituting a change or modification in the Chapter 23 Retirement System regarding the 75% cap for a consecutive period of ten (10) years from July 1, 1994 through June 30, 2004. It is specifically understood and agreed that neither party, for said ten (10) year period, shall have any obligation to bargain over said 75% cap.

Further, it is specifically understood and agreed that the Michigan Employment Relations Commission, pursuant to the Public Employment Relations Act or otherwise, nor any court of competent jurisdiction, shall have any authority to require either party to bargain nor arbitrate (pursuant to Act 312) concerning any proposal to amend, change, or modify said 75% cap.

The City and Union hereby agree that this Section 46.6 remains in full force and effect until June 30, 2004, regardless of any earlier expiration date of any collective bargaining contract in which it is incorporated; and further agree that this Section 46.6 shall be automatically incorporated in all collective bargaining contracts executed prior to July 1, 2004.

ARTICLE XLVII
DURATION OF AGREEMENT


47.1: This Agreement shall continue in full force and effect up to and including June 30, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 1st
day of February, 1995.

POLICE OFFICERS ASSOCIATION OF
DEARBORN AND POLICE OFFICERS
ASSOCIATION OF MICHIGAN



CITY OF DEARBORN, A MICHIGAN
MUNICIPAL CORPORATION



Robert Keith Archer
Finance Director

AMENDMENTS CONCURRED IN BY COUNCIL RESOLUTION NO. 11-873-94
ADOPTED November 1, 1994.

MEMORANDUM OF UNDERSTANDING
 BETWEEN THE CITY OF DEARBORN AND THE
 POLICE OFFICERS ASSOCIATION OF MICHIGAN

The parties agree that the following non-supervisory police members shall have a pension cap as stated below.

The parties understand that these pension caps can be inconsistent with the negotiated multiplier retroactive to July 1, 1994.

	Effective	Frozen Pension Cap	Comments
William Drabkowski	7-1-94	76%	Regardless of retirement date
Frank Wend Thomas Anderzak Jerome Jagod	7-1-94	above 70% (level existing as of 6/30/94)	Increase (if applicable) in future years to maximum of 75%
Edward Kentala (retired 9-13-94)			Life allowance shall not be recomputed based on negotiated changes retroactive to 7/1/94. However, retiree will be entitled to lump sum withdrawal without reduction eff: 7-1-94

DRK

FOR THE UNION

David Hoch

FOR THE CITY

[Signature]

Date: 10-11-94

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF DEARBORN, THE POLICE OFFICERS ASSOCIATION
OF DEARBORN AND THE DEARBORN POLICE SUPERVISORS
ASSOCIATION OF LIEUTENANTS AND SERGEANTS

SUBJECTS: Computation of Final Pay with Reference to Deferred Retirement/Separation Pay

It is agreed and understood between the parties that if a police member elects to leave the employment of the City of Dearborn in accordance with language contained under Section 235.07 (Deferred Retirement) of the Police and Fire Revised Retirement System, the following provisions shall apply.

1. The administrators of the pension system shall make a computation of "Final average salary" as defined by the retirement system at the time of resignation.

2. At the time a police member leaves the employment of the City, having elected a deferred retirement, he or she shall be entitled to receive payment for any overtime balance or vacation accumulation that is due at the date of separation (as referenced in Article XXIX - Overtime and Vacation Pay-Off on Separation).

3. No prorated longevity shall be paid either at the time of separation or at the time a deferred allowance shall commence.

4. Unused sick leave shall not be paid to an individual electing to leave the employment of the City under a deferred retirement until the former member is entitled to the deferred allowances. At that time, a payment of unused sick leave not to exceed 60 days shall be made based upon a prorata formula using years of credited service divided by the number of years representing normal retirement. I.e. an individual electing retirement with 16 years of service, while 25 years is normal, would receive 64% of one-half unused time not to exceed 60 days. This computation shall be made and placed in pension file at the time the individual leaves the employment of the City and must be based upon the hourly rate of pay in effect at the time he leaves. Sick leave payment pursuant to this agreement shall not, under any circumstances, be added to Final Average Compensation. The gross amount of the payout will be subject to whatever withholding laws may be in effect when the deferred allowance commences.

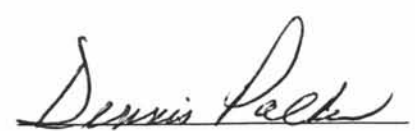
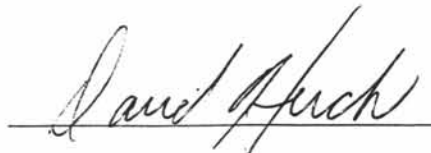
5. In consideration of the above, the parties agree that any and all outstanding grievances relating to sick leave, vacation days, overtime or carry-over time are withdrawn as fully settled. Further, the parties agree that a police member who chooses to defer retirement shall not make claim to any other payments which may be due those police members who retire with twenty-five (25) years of credited service.

Further, the parties agree that any contract which contains language that conflicts with the forementioned computation of separation payout shall be modified to be consistent with this agreement.

FOR THE CITY:

FOR THE POAD:

FOR THE DPSALS:



January 27, 1995

