

6/30/96

1992-1996

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF DEARBORN HEIGHTS

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

POLICE CADETS

Dearborn Heights, City of



CITY CLERK
HELENE S. SHERIDAN

City of Dearborn Heights

6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127
TELEPHONE: (313) 277-7225

September 9, 1992

Lyle C. Van Houten, Mayor
City of Dearborn Heights

Dear Mayor Van Houten:

The following is a copy of a motion adopted at the Regular Meeting of the Dearborn Heights City Council.

92-450 Motion by Councilman Joseph V. Kosinski, supported by Councilman Robert L. Brown, that the City Council concurs with and approves Mayor Van Houten and City Clerk Sheridan signing the POAM Cadet Bargaining Agreement with the inclusion of Article 34, Amendment and Termination, for the period of July 1, 1992 through June 30, 1996, per Mayor Van Houten, communication dated September 1, 1992.

Motion unanimously adopted.

I hereby certify that the above is a true and correct copy of a motion adopted at the September 8, 1992 meeting of the Dearborn Heights City Council.

Very truly yours,

HELENE S. SHERIDAN
Dearborn Heights City Clerk

HSS/cm

cc: Personnel
Comptroller
Police Dept.



Mayor's Office

Lyle C. Van Houten
Mayor

October 5, 1993

Mr. Allan Carisse
President Cadet Union
City of Dearborn Heights

Dear Cadet Carisse:

The attached salary schedule reflects changes in the recently settled POAM Police Officer's contract. Since the POAM Cadet contract is tied to the POAM police officer's contract, this settlement directly affects your members.

As you are aware, per Attachment "B," paragraph (3) calls for an "adjustment when the final patrol numbers are available." This adjustment is reflected in the "EMPLOYEE ADJUSTMENT" column in the far right bottom of the attachment.

For cadets in their third, fourth and fifth year of service, the annual adjustment in 1993 is less than \$200. Therefore, unless there is an error in my work product, the City Comptroller will be directed to adjust salary schedules to reflect actual contract terms, minus the adjustments that have previously been paid to your members since July 1, 1993.

As is stated in the patrol collective bargaining agreement, it is not the intention of the City to retroactively seek any over payments prior to July 1, 1993.

Please review the attachment and if you have questions, don't hesitate to call my office.

Very truly yours,

Brian Hitsky
Administrative Assistant to the Mayor

cc: Mayor Van Houten
Comptroller Barrow
Attorney Kreger
Personnel Director Sullivan

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AGREEMENT

This Agreement is by and between CITY OF DEARBORN HEIGHTS, MICHIGAN, 6045 Fenton, Dearborn Heights, MI 48127-3294, hereinafter referred to as "City" or "Employer" and POLICE OFFICERS ASSOCIATION OF MICHIGAN, 28815 W. Eight Mile Road, #103, Livonia, MI 48152, hereinafter referred to as "POAM" or "Union".

ARTICLE 1

PURPOSES AND INTENT

It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, hours and working conditions of Police Cadets of the City covered by this Agreement, and that all such understandings be written to be mutually binding. It is further understood and agreed that only the Chief of the Police Department or higher may issue policies which are binding on the City and then only if in writing and signed by the issuer.

The agreements concerning wages, hours and working conditions and statements of wage and fringe benefits expressed in this Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the City without limit or exception including but not limited to City Pension Programs, Wage Statements, Fringe Benefit Statements, or Employee Personnel Booklets. All employee

(1992-1996)

benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this Agreement are hereby specifically and expressly waived by the Union.

ARTICLE 2

RECOGNITION AND COVERAGE

The City recognizes the Police Officers Association of Michigan as the sole and exclusive bargaining agent for all Cadets, to the extent permitted and required by the Public Employment Relations Act (PERA) (MCLA 423.201 et seq.). Furthermore, the parties agree that they will bargain in accordance with PERA Section MCLA 423.215.

ARTICLE 3

AGENCY SHOP

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

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

Section 3. Any employee who has failed to either maintain membership or pay the requisite agency fee shall not

be retained in the bargaining unit covered by this Agreement; provided, however, no employees shall be terminated under this Article unless:

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

ARTICLE 4

CHECK-OFF

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

of Union dues, fees and assessments, or equivalent agency service fees, as above provided.

Section 2. Each employee utilizing the City deduction from pay for the remittance of sums to the Union shall provide the City an authorization in the form attached hereto as Attachment "A". The form shall include an agreement by the employee to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of action taken or not taken by the City for purposes of providing the deduction service. Furthermore, the employee shall agree that in the event a refund is due such employee for any reason, such employee shall seek such refund from the Union.

Section 3. Such sums deducted from an employee's pay, accompanied by a list of the employees from whose pay they have been deducted and the amount deducted from such deductions shall be forwarded to the Union Treasurer at 28815 West Eight Mile Road, Suite 103, Livonia, Michigan 48152, by the last day of the month in which the deduction is made.

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

Section 5. The Union shall indemnify and save the City harmless against any and all claims, demands, lawsuits, or other forms of liability that shall arise out of or by reason

of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

Section 6. The City shall not be liable for the maintenance or payment of any sums other than those constituting actual deductions made; and if for any reason the City fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 7. Each employee utilizing the deduction service from pay for remittance of sums to the Union shall provide the City in written form an agreement by such employee to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of action taken or not taken by the City for the purpose of providing the deduction service; provided further, in such agreement such employee shall agree that in the event a refund is due for any reason such employee shall seek such refund from the Union.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. The City retains the sole right, and nothing in this Agreement shall be construed to impair or limit the right of the City, to exercise its own discretion, whatever may be the effect upon employment, to manage the City and its

Special Orders; to hire, layoff, assign, in accordance with needs as determined and redetermined by the City; to transfer and promote employees; and the City shall have all other rights and prerogatives including those exercised unilaterally in the past; subject to the express restrictions set forth in this Agreement.

Section 2. No section of this Agreement shall be construed to preclude the introduction, termination, or substitution of any technological change to existing services, techniques or machinery, including but not limited to the right of the City to subcontract any and all work covered by this Agreement; provided that in cases of subcontracting only, reduction in the bargaining unit of seniority employees will be by attrition.

ARTICLE 6

REPRESENTATION

Section 1. For purposes of collective bargaining for this Agreement and for renewal agreements, the Union may be represented by not more than two (2) seniority employees not including non-employee representatives.

Section 2. For purposes of representation of employees and the processing of grievances through the grievance procedure provided for in this Agreement, the Union may be represented by not more than one (1) employee of the bargaining unit.

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

and filed by either the Union or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance, otherwise, the grievant shall be conclusively presumed to have waived the filing of such grievance, the right to file a grievance is forfeited and no grievance shall be deemed to exist. The Union by not filing a grievance on a particular case does not waive its rights to file a grievance in the future on that subject in a different case.

Section 2. The following shall be the grievance procedure:

STEP 1. The matter which is the subject of the grievance shall, in a timely manner, be reduced to writing and filed with the Chief of Police, or designee, who shall answer said grievance in writing within 7 working days of receipt. If the Union is not satisfied

with the answer, it may appeal in a timely manner to the next step of the grievance procedure.

STEP 2. The Union's appeal from a Step 1 Department decision shall be in writing and shall be filed with the Mayor's Office within five (5) consecutive calendar days of the Union's receipt of the Department's Step 1 Answer. Upon receipt of a timely grievance appeal the Mayor, or designee, shall arrange a meeting with the Union Steward and such meeting will be held within ten (10) calendar days of the Mayor's Office's receipt of the grievance of Step 2. The Mayor, or designee, will answer the grievance and if the Union is not satisfied with the answer it may request arbitration in accordance with Article 8 of this Agreement.

Section 3. Any and all grievances resolved, waived or forfeited by the Union at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Union, and any and all unit employees involved in the particular grievance.

Section 4. Grievance shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, shall be automatically denied unless appealed by the Union.

Section 5. The City shall not be required to pay back wages for periods to exceed five (5) work days prior to the

time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware of before receiving such pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files a grievance within five (5) working days after receipt of such pay.

Section 6. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at the time the grievance was filed less any unemployment compensation or compensation for personal services that such employee may have received.

ARTICLE 8

ARBITRATION

Section 1. The Union may request arbitration of an unsettled grievance. The Union must notify the City in writing of such desire within ten (10) working days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement and file a request for arbitration within thirty (30) days of the circumstances giving rise to the grievance. In the event that the Union should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

Upon receipt of demand to arbitrate, the parties shall attempt to agree on an arbitrator. If, after the above, the

parties are unable to agree upon an arbitrator, the parties shall select the arbitrator by alternately striking names from the following list until one name remains:

George Bowles Elliott Beitner

Robert McCormick David Grissom

The names of additional arbitrators may be added upon mutual agreement of the parties and any name may be stricken from the list by the unilateral written act of either party. If there are no names or list, the parties will request a list from FMCS and proceed in accordance with its recommended rules.

Section 2

- a) Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of the no-strike pledge in this Agreement, or the Public Employment Relations Act (PERA), as amended; provided the arbitrator shall have held jurisdiction to determine whether the job action was a strike.
- b) Excluded from arbitration is any matter otherwise subject to arbitration but over which the Union strikes contrary to its no-strike pledge in this Agreement.

Section 3. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement.

The arbitrator shall have no power to establish wage scales, rates on new or changed jobs, or to change any wage rate unless it is provided for in this Agreement.

In the event a case is appealed to an arbitrator and such arbitrator finds that the arbitrator has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 4. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based in whole or in part or contain a reference to statutes, regulations or other extra contract matters not specifically incorporated in this Agreement.

Section 5. The expenses of the Arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of their representatives and witnesses which are called by them, and such other expenses as the party may incur.

Section 6. There shall be no appeal from an arbitrator's decision rendered in accordance with this Agreement. Decisions rendered in accordance with this

Agreement shall be final and binding on the Union, on all bargaining unit employees and on the City.

Section 7. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.

ARTICLE 9

NO STRIKE - NO LOCKOUT

Section 1. The City will not lock out employees during the term of this Agreement.

Section 2. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown in or at the City or any curtailment of work or restriction of service or interference with the operations of the City or any picketing or patrolling during the term of this Agreement.

In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and shop stewards, shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing to the employees and order said employees in writing to stop the said conduct and to resume full service. Copies

of such written notices shall be served upon the City. The Union agrees further to cooperate with the City to remedy such situation by immediately giving written notice to the City and the employees involved declaring the said conduct unlawful and directing the employees to return to work. The City shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

Section 3. The Union specifically agrees it will not sanction or condone a strike, picketing, patrolling, or other curtailment of work or refusal to come to work in sympathy with any Union or organization directed at the City, and further agrees that any employee participating in any action prohibited by this Section shall be conclusively presumed to be engaged in an illegal work stoppage in violation of this Article.

Section 4. In addition to all the pledges of this Article, the Union specifically agrees it will not sanction or condone a strike, picketing, patrolling or other curtailment of work or refusal to come to work during the term of this Agreement over any wage, hour or working condition subject not covered by this Agreement agreeing instead to reserve that subject for negotiation while negotiating any renewal agreement to this Agreement.

ARTICLE 10

SENIORITY

Section 1. An employee's length of service shall date from that employee's last date of hire by the City uninterrupted by a break in service.

There shall be separate length of service lists for full-time employees and part-time employees.

Part-time employees shall only have length of service differentiation among other part-time employees and are employees that are regularly scheduled to work less than 40 hours in any work week. Other than for shift selection, length of service differentiation shall prevail where the employee's ability, experience and training are equal.

Section 2. Full-time employees and part-time employees shall serve a probation period of twelve (12) consecutive months from last employment during which probation period such employee may be terminated by the City in its sole discretion without recourse to this Agreement. Upon successful completion of the probation period, such employee's seniority shall date back to that employee's last date of hire as a Cadet.

Section 3. During the first four (4) consecutive calendar months an employee shall not be eligible for employee benefits.

Section 4. In the event a layoff is necessary in the bargaining unit, part timers will be laid off first then full

timers, layoffs shall be designated by the City with the last employee hired being the first employee laid off and upon recall, reverse order of layoff shall be followed. No new employee will be hired for a bargaining unit position while employees are laid off from the bargaining unit.

Section 5. A list containing dates of hire shall be posted annually by the City and a copy shall be provided to the Union. Separate lists will be made for regular full-time employees and for regular part-time employees.

An employee shall not be permitted to advance on such list due to name change, or gain economic benefit due to City error.

Section 6. Length of service shall be terminated and employment shall cease for any of the following reasons:

- a) If the employee quits, or
- b) If the employee is discharged unless reversed by an arbitrator, or
- c) If the employee is absent from work for three (3) consecutive working days without advising the City and giving reason satisfactory to the City for such absence, or
- d) If an employee fails to return to work within fourteen (14) calendar days after issuance of the City's notice of recall by certified mail to the last known address of such employee as shown in the City records, or

- e) If the employee overstays a leave of absence, unless written permission is granted by the City for an extension of the leave, or
- f) If a settlement with an employee has been made for total disability, or
- g) If the employee is on layoff for a continuous period of one year, or length of most recent service, whichever is least, or
- h) If the employee has falsified information on such employee's application for employment.
- i) If the employee leaves the bargaining unit to attend the Police Academy.

Section 7. An employee who leaves the bargaining unit but not the employ of the City shall lose such employee's bargaining unit length of service status. The City shall have no obligation to return an employee to the bargaining unit covered by this Agreement after that employee has left the bargaining unit for any reason.

If person attending Police Academy becomes sick or disabled so as to require that person to be medically disqualified from continuing the current session but who can return without disqualifying restriction in twelve (12) months that person may be continued in the Cadet Unit. All other persons who leave Cadet Unit for Police Academy lose any right to return as of the first day at the Police Academy.

Section 8. The City shall layoff by date of hire, last hired first. However, in the event layoffs are necessary they may be made in the sole and exclusive discretion of the City and in such numbers, and at such times as the City deems necessary and proper subject to the employee's rights enumerated in this Agreement. Recall shall be in inverse order of layoff.

Section 9. It shall be the responsibility of each employee to provide the City with a current address and current telephone number. The City shall be entitled to rely upon such address and telephone number. The employee shall provide U. S. Social Security Numbers for each claimed dependent.

Section 10. There shall be no bumping.

Section 11. Work assignments shall be made by the City.

Section 12. Shifts shall be selected by seniority with the exception that new hires shall be assigned by the City, in the City's discretion, for a period of their probationary period for such new hire.

Section 13. In the interest of efficiency of operation it is recognized that police supervisors and police officers will and may perform similar or identical duties to bargaining unit personnel and that other City employees perform similar or identical clerical duties as bargaining unit personnel and will continue to perform said duties.

ARTICLE 11

LEAVE OF ABSENCE

Section 1. A leave of absence is a City authorized absence from work in writing and without pay for a period in the sole and exclusive discretion of the Chief.

Section 2.

- a) Employees may request a leave of absence only after having completed six (6) full months of service, for valid reasons acceptable to the City and in the City's sole discretion.
- b) All leaves of absence requested shall be submitted in writing to the Shift Commander.
- c) Where the City grants a leave of absence in writing the employee's employment tenure will not be broken except for reasons provided by statute (MCLA 38.521) or as provided for in this Agreement either specifically or by implication.

Section 3. An employee desiring a leave of absence shall make such request to the Shift Commander in writing on the appropriate Department form as far in advance of the requested starting date of the leave of absence as is possible under the circumstances. Only a Chief of Police or designee has the authority to grant or deny Leaves of Absence.

Section 4. Leave of absence will protect the employee's length of service and eligibility for benefits upon return to

work. Employee benefits are not granted during leave of absence, and employees are not eligible for benefits until the expiration of a maximum of six consecutive weeks following return to work.

Section 5. An employee returning from a leave of absence cannot be assured of assignment on the shift or job task held when such employee left on leave; provided shift selection rights provided for in this Agreement shall be at the next date provided for in this Agreement after return.

Section 6. Leaves of absence shall be in writing and a copy of the leave paper shall be given to the employee. The leave shall state specifically the day upon which the employee is required to return to work. No employee shall be considered to be on leave of absence unless and until such leave is granted by the City in writing.

ARTICLE 12

PAY PERIOD AND DEDUCTIONS

Section 1. Employees covered by this contract shall be paid at least bi-weekly, seven (7) calendar days being permitted for payroll preparation. Pay shall be ready on alternate Fridays.

Section 2. It is agreed between the City and the Union that any deductions made from the check of any employee covered by this contract shall be shown on such employee's pay check or by attached statement. No deductions shall be

made unless in accord with applicable state law or required by law. All deductions shall be City approved.

Section 3. This Agreement shall be conclusively construed as an employee's voluntary authorization to deduct from such employee's pay all monies owed to the City whether by wage overpayment or any other reason whatsoever.

ARTICLE 13

WAGES, HOURS AND BENEFITS

Attached hereto as Attachments "A" and "B" which are incorporated herein by reference.

ARTICLE 14

MISCELLANEOUS

Section 1. The City agrees to provide a bulletin board for the use by the Union for the following non-controversial and non-political types of notices:

- 1) Recreational and social affairs of the Union.
- 2) Union meetings.
- 3) Union elections.
- 4) Reports of the Union.

Section 2. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a Court of competent jurisdiction, Michigan Employment Relations Commission, or other established or to be established governmental administrative tribunal, such

invalidation shall not affect the remaining portions of this Agreement.

ARTICLE 15

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

This Agreement is the entire agreement between the parties. All items and things not set forth in the Agreement shall remain within the exclusive province and prerogative of the City to change, alter or amend, as they see fit, and

without reference to modification or negotiations with the Union.

ARTICLE 16

SELECTION, RETENTION AND ADVANCEMENT TO POLICE OFFICER

Section 1. It is understood and agreed between the parties to this agreement that its Cadet Program is a program subject to this Agreement and replaces a previous program created pursuant to the Cadet Training Act (MCLA 38.521).

Section 2.

- a) Cadets will be selected for entry into the Cadet Program pursuant to an examination procedure created and administered by the City in its exclusive discretion.
- b) Cadets will be screened and evaluated throughout their Cadet careers. Evaluation and screening will be performed by Police Department management persons. Cadets receiving unsatisfactory evaluations in their first eighteen (18) months of Cadet employment may be terminated from this program and City employment in the sole discretion of the City and without recourse to the Agreement or its grievance procedure. Unsatisfactory evaluations after a Cadet's first eighteen (18) months of Cadet employment shall be subject to the contract grievance procedure.

- c) Cadets with unsatisfactory evaluations will not be eligible for selection as a police officer except in the sole discretion of the Chief of Police.
- d) Eligibility for Police Academy attendance will be by seniority for persons that have satisfactorily completed at least twelve (12) consecutive months of service.
- e) City designated vacancies for the position of Patrol Officer will be filled from the ranks of eligible full time Police Cadets.
- f) It is understood that Police Officer Certification Criteria are established and administered by the Michigan Law Enforcement Training Council, an Agency of the State of Michigan.

Section 3. The City will designate police vacancies which are to be filled. Mere existence of a budgeted vacancy does not mean that such vacancy will be filled.

Section 4. It is understood that Cadet seniority is not transferable to the position of police officer or to any other City employment. Leaving the Cadet Program shall automatically and without more extinguish a Cadet's seniority. Accepting appointment to the Police Academy shall constitute 'leaving the Cadet Program'.

Section 5. In the case of persons who advance to patrol officer on the same day, seniority shall be in the order of the person's original Cadet hiring date. Failing or

leaving the Police Academy prior to graduation shall constitute a voluntary resignation from City employment.

ARTICLE 17

TRADING TIMES

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

ARTICLE 18

MEETINGS

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

ARTICLE 19

DISCIPLINE

No employee shall be discharged or otherwise disciplined except for cause. The claim of any employee that such

- C. The City shall not be required to permit an employee revoking a Credit Union deduction authorization to re-participate in such program for a period not to exceed twelve (12) months from the date of revocation.
- D. In the event a refund is due any individual for any sums deducted from wages and paid to the Credit Union, it shall be the responsibility of such individual to obtain appropriate refund from the Credit Union.
- E. The individual for whom such deduction is made shall indemnify and save the City harmless against any and all claims, demands, lawsuits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.
- F. The City shall not be liable for the remittance or payment of sums other than those constituting actual deductions made; and if for any reason the City fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee.

G. Each employee utilizing the deduction service from pay for remittance of sums to a Credit Union shall provide the City in written form an agreement by such employee to hold the City harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of, or by reason of action taken or not taken by the City for the purpose of providing the deduction service; provided further, in such agreement such employee shall agree that in the event a refund is due for any reason such employee shall seek such refund from the Credit Union.

Credit Union Deduction Service Agreement Form

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

(Employee Signature)

ARTICLE 22

PART TIME, OFF DUTY EMPLOYMENT

It shall be permissible for members of the Association to engage in off-duty employment, not inconsistent with the

standard contained in the manual and regulations published by the Department; upon prior notice and permission of the Chief, said permission will not be unreasonably withheld.

ARTICLE 23

SPECIAL CONFERENCES

Special Conferences for important matters will be arranged at a mutually agreed upon time between the Union and the designated representatives of the Employer at the request of either party. Such meeting shall involve not more than one representative of the Union and one representative of the Employer unless mutually agreed otherwise. Arrangements for such Special Conferences shall be made in advance, and an agenda of matters to be taken up at the meetings 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. These meetings may also be attended by a representative of the POAM. A Union representative attending a Special Conference during straight time work hours shall not suffer loss of income.

It is the intent of the parties that they work toward holding the Conference within ten (10) working days after receipt of notice.

ARTICLE 24

WAGES AND HOURS

Section 1. The City wage rates shall be as appearing in Attachment "B" to this Agreement.

Section 2. The regular schedule of an employee's work shall consist of forty (40) hours in a seven (7) consecutive day period. The regular schedule of an employee's working day shall consist of eight (8) hours.

The City will pay time and one-half (1-1/2) for all management authorized hours worked in excess of forty (40) hours in the seven (7) day pay period, or over eight (8) hours in any one work day.

Section 3. The City shall have the right to make reasonable changes in starting and quitting time for each shift and the assignment of the time for lunch and rest periods.

Section 4. There shall be no premium pay for work as such unless specifically set forth in this Agreement.

Section 5. Hours of work for part-time employees shall be as determined by the City in its exclusive discretion.

Section 6. Whenever a regular full-time employee has been called back to work outside of that employee's regular shift, the employee so called back shall receive a minimum of one hour's pay or work for responding to the call back; provided that work tied to a regular shift shall be deemed to meet the provisions of this section.

Section 7. Neither the designation of a normal work period or anything in this Agreement shall be construed as a guarantee of work; provided this section shall not be used as

a work sharing program in lieu of using the lay off procedure of this Agreement. That is to say, work days and work weeks will not be reduced to avoid layoff unless agreed to by the Union.

Section 8. All bargaining unit employees shall work overtime upon request and approval of their Supervisor.

Section 9. Employees absent from work due to claimed illness or otherwise shall inform the Shift Commander of such absence by telephone prior to their starting time. The employee shall cause such notification to be received at least one-half (1/2) hour prior to that employee's starting time. An absence of three (3) consecutive work days without notice shall conclusively be presumed a voluntary quit.

Section 10.

- a) At the option of the City, any employee absent five (5) consecutive calendar days shall upon the City's request, furnish a physician's (M.D. or D.O.) statement of incapacity to work, and shall receive clearance from the City physician to return to work.
- b) The City reserves the right to have any employee absent due to claimed illness examined by the physician of the City's choice, at the City's expense.

Section 11. Overtime or premium pay shall not be pyramided, compounded or paid twice for the same hours worked.

Section 12. Sick time paid but not worked shall not count as worked for purposes of any benefit provided for by this Agreement. Vacation and personal days count as time worked for purposes of benefit accrual.

ARTICLE 25

HOLIDAY PAY

Section 1. Full-time seniority employees shall receive a lump sum payment for holidays on the same date as police officers receive such payment computed as follows:

7-1-92: 7 holidays x 8 hours pay = Lump Sum Payment
7-1-93: 9 holidays x 8 hours pay = Lump Sum Payment
7-1-94: 11 holidays x 8 hours pay = Lump Sum Payment

Section 2. The holiday payment will be prorated in the employee's first year of employment as a Cadet and thereafter based on the portion of a calendar year actually worked.

ARTICLE 26

VACATIONS

Section 1.

- a) Vacations shall accrue, be earned and be computed as of the anniversary date of an employee's most recent hire date and not before.
- b) Full-time employees shall be entitled to vacation in accordance with the following schedule:

SENIORITY

VACATION DAYS

1 Year
2 Years

5 Days @ 8 Straight Time Hours
10 Days @ 8 Straight Time Hours

Otherwise eligible full-time employees failing to work a full eligibility year shall be entitled to pro rata vacation as follows:

0 - 999 Straight Time Hours = 0 Vacation

1,000 - 1,900 Straight Time Hours = Pro Rata Vacation

1,901 + Straight Time Hours = Full Vacation

- c) The vacation eligibility year shall be the time between the employee's anniversary date of most recent date of hire and one (1) year thereafter and in yearly periods thereafter.
- d) A straight-time hour shall be those hours for which the City pays straight time and it is understood and agreed that overtime hours (hours paid for in excess of the straight-time hourly rate) shall not be eligible hours.
- e) The Employee's vacation pay shall be computed on the basis of the employee's regular straight-time pay, without premium pay or differentials, if any, which the employee is receiving on the last day worked immediately preceding the taking of the vacation.

Section 3. Vacations may be taken in work week increments only, or in consecutive days if employee has less

than a work week earned unless approved otherwise by the department in its discretion on a case by case basis.

Section 4. All vacations shall be scheduled by the City consistent first with the operational needs of the City and next with consideration for length of service and desires of the employee concerned.

Section 5. Vacation checks shall be issued at the time the vacation is taken and not before.

Section 6. A vacation must be taken in the year following the year in which earned without exception.

ARTICLE 27

INSURANCE

Section 1. The City shall, for eligible full-time employees, upon completion of ninety (90) calendar days of service from last date of hire, provide the following insurance coverage, subject to the eligibility conditions hereinafter stated:

- a) Life Insurance: The City will provide term life insurance of \$10,000 for the term of this Agreement.
- b) Sickness & Accident: The City will provide non-duty related Sickness and Accident Insurance of \$150 per week for 26 weeks for the term of this Agreement; provided, however, that no benefit is payable for the first 14 consecutive calendar days

of any illness or accident and until all earned but unused sick and vacation days are exhausted.

c) Health Care: Shall be provided pursuant to Health Maintenance Organization designated and redesignated by the City.

(i) In no event shall the City be required to provide maternity benefits for persons acting as Surrogate Mother.

(ii) Whenever more than one family member is employed by the City, each employee is entitled to their own individual health care plan; however, dependents shall only be covered under one employee's plan.

An employee can choose an option to be covered under their spouse's plan, but would then give up their right to their own coverage.

(iii) Health Care Cost Containment: The City at its option may implement any or all of the following health care cost containment programs:

(aa) Preadmission certification of the necessity of hospitalization (BC-BSM Predetermination program or equivalent).

(bb) Mandatory Second Surgical Opinion (MSO) with a 20% cost penalty for failure to seek a second opinion if required by the program. Required second opinions shall be paid for by the plan.

(cc) Foot Surgery Predetermination program BC-BSM or equivalent.

(dd) The City at its option may designate the BC-BSM Trust 15/20 Program (PPO) or equivalent as the primary health benefits program.

(ee) Effective July 1, 1992 and thereafter: Each year by equal monthly payroll deduction, every active bargaining unit member will contribute 1% of that employee's gross wages paid by the City as that amount appears on that employee's IRS form W-2 for the immediately preceding year.

EXAMPLE: July 1992 deduction will use the W-2 issued in January 1992 for tax year 1991.

(ff) Master Medical Program deductibles and co-pays shall be \$100/\$200 (80-20) program.

(gg) City at its option may participate in the BC-BSM (or equivalent) Prescription Drug Maximum Allowable Cost Program a/k/a the Generic Drug Program.

(hh) City at its option may participate in the BC-BSM Alternate Prescription a/k/a the Prescription Drug Blue Preferred Plan (or equivalent).

(ii) City at its option may implement the BC-BSM Substance Abuse Case Management System (or equivalent).

(jj) Prescription drug co-pay: \$5.00

(kk) Excluded from reimbursement under the prescription drug program is the drug Rogaine when prescribed for baldness.

(ll) When more than one family member is employed by the City, there shall be no duplicate coverage by City health plans.

(mm) The City will pay health insurance premiums for a bargaining unit person on a City approved medical leave of absence for a period not to exceed (6) months from that person's last day of work provided the person is otherwise eligible; provided

further that person's returning to work must complete a thirty (30) day requalification period before that person shall again be eligible for City paid health premiums while on a medical leave of absence.

Section 2. Dental Insurance: The City will provide this bargaining unit the same dental program provided to the AFSCME bargaining unit.

Section 3. When employment is interrupted by layoff, discharge, quit, strike, retirement, leave of absence, or any other reason including but not limited to expiration of statutory period of employment, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is sooner.

Section 4.

- a) To be eligible for either sickness or accident benefits, an otherwise eligible employee must have:
- 1) Completed one hundred twenty (120) calendar days of service and be working full time.
 - 2) Become wholly and continuously disabled.
 - 3) Be unable to perform all the duties of such employee's occupation.
 - 4) Be under a doctor's (M.D. or D.O.) care and furnish a doctor's (M.D. or D.O.) statement of incapacity to work upon request. Any follow up visits ordered by the City will be at the City's expense.

- 5) Furnish the insurer, upon request, with satisfactory proof of disability.
 - 6) Have exhausted all earned but unused vacation days.
- b) As a condition of continued receipt of benefits:
- 1) The insurer has the right to have the employee examined at its expense while a Sickness and Accident Claim is pending or being paid.
 - 2) The City, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability or inability to return to full-time work.
- c) The employee may, at City's discretion, be required to physically requalify for employment depending on reason for receipt of benefits.
- d) An employee shall not be eligible to receive Sickness and Accident Benefits while such employee is:
- 1) Eligible for unemployment benefits under any unemployment compensation program or is being paid under any other provision of this contract or because of statutory requirements.
 - 2) On layoff, or
 - 3) On Leave of Absence, or
 - 4) Has quit such employee's employment, or
 - 5) Been discharged for cause, or

6) Is receiving Worker's Compensation Benefits.

Section 5. General provisions with respect to insurance are:

- a) The City shall select or change the insurance carrier in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind.
- b) All benefits shall be subject to standard pre-printed provisions set forth in the policy or policies.
- c) Benefits for otherwise eligible new employees will become effective in accordance with the insurance policy providing the benefit, or this Agreement, whichever is more restrictive.
- d) Should the City be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage and to escape such double payments the City shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs.

- e) Under no circumstances shall an employee be entitled to recover more than 100% of such employee's loss using in whole or in part insurance policies of the City. It is understood and agreed that this is a total coordination of benefits requirement which includes, but is not limited to, no-fault automobile insurance.
- f) It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.
- g) In the event of any payment under any City insurance plan on behalf of any person covered by such City insurance plan, the City shall be subrogated to the extent of said payment to all covered person(s) right of recovery therefore against any person or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering."

ARTICLE 28

PAID SICK DAYS

Section 1. Full-time employees shall earn but not receive paid sick leave until completion of 700 hours of actual work from their last date of hire.

Section 2. One day's paid sick leave shall be earned for each 140 straight time hours actually worked each calendar month. A maximum of 12 paid leave days may be earned in any twelve (12) calendar month period.

Section 3. No employee may draw against paid leave days not yet earned. Sick days shall not accumulate from year to year.

Section 4. Accrued but unused sick days must be utilized prior to any employee being granted a leave of absence.

Section 5. It is understood and agreed that the mere fact that an employee is paid for a sick day of absence does not mean such absence was excused.

Section 6. Earned but unused sick time accrued in any calendar year of employment will be paid off by the City annually on or before February 15, of the immediately following calendar year.

Section 7. Full time employees shall earn paid personal time off as follows provided it is understood and agreed that such days do not accumulate:

Employment Year 1 = 0 Day
Employment Year 2 = 2 Days

ARTICLE 29

FUNERAL LEAVE

Full-time employees subject to this Agreement shall be entitled, up to the following number of days, for purposes of making preparation and attending the funeral of an immediate member of the employee's family:

Up to 3 days work preceding funeral: Spouse, parent, child, brother, sister, parent-in-law.

1 Day: Grandparents and grandparents-in-law.

In order to receive payment such employee will make a request in writing providing proof of death and attendance of funeral.

ARTICLE 30

CLOTHING ALLOWANCE

If the City requires uniforms it will provide bargaining unit members with an initial issue of such uniforms and an \$100 per year upkeep allowance which shall be prorated for partial year or work. Commencing with a Cadet's third (3rd) year of bargaining unit service, the upkeep allowance shall be \$175 per year which shall be prorated for a partial year of work.

ARTICLE 31

CADET TUITION FORGIVENESS PROGRAM

Section 1. Educational Benefits:

- a) The City, upon written application will pay for

tuition for Cadets taking courses in a Police Administration Curriculum Degree Awarding Program from an educational institution accredited by the State of Michigan. Payment will be made pursuant to the eligibility conditions hereinafter set forth within thirty (30) days after completion of courses including submission of documentary proof of required course achievement levels.

- b) Grants or scholarships by the federal government, state government, educational institution or other source shall be turned over to the City or deducted from the City reimbursement program.
- c) Cadets claiming reimbursement must prove and certify by their signature that they paid the amount sought to be reimbursed for tuition.

Section 2. Conditions for participation and reimbursement:

- a) Cadets must have completed their probation period before entry into the class for which assistance is sought.
- b) Cadets must show evidence (transcript) of satisfactory completion of each course. Satisfactory completion is a grade of C or its numerical equivalent from the particular education institution involved.

- c) Degree credit must be received if the course is offered for degree credit.
- d) Courses must be part of a recognized degree awarding Police Administration Curriculum from a State of Michigan accredited educational institution other than a night school or correspondence course program.
- e) Tuition Loans will be evidenced by a promissory note payable or forgiven as follows:
 - (1) Voluntary termination. 100% of unforgiven portion of loan due and payable immediately and from the person's last pay check.
 - (2) Involuntary termination. For causes other than misconduct (subject to the contract grievance procedure) or criminal behavior, the unforgiven portion of loan will be waived by the City otherwise unforgiven portions payable immediately from the person's last pay check.
 - (3) Upon satisfactory completion of a qualified course eligible for City tuition assistance, the City will forgive amounts paid by the City at the rate of one-third (1/3) of the amount paid per full twelve (12) calendar month period following the last day of the class for which City assistance was sought.

ARTICLE 32

ROAD TIME ORIENTATION

The City agrees to allow individual Cadets to ride in patrol cars for up to six (6) hours per quarter whenever possible for the purpose of training and familiarization of duties of a Police Officer.

The City will make every attempt to schedule each Cadet for their six (6) hours of training per quarter after a Cadet completes one (1) year of seniority. However; the City will not be obligated to offer the full six (6) hours of training every quarter unless scheduling permits, and it is understood that no overtime shall accrue to allow for the training.

If the Union believes that Police management is withholding the scheduled six (6) hours of training per Cadet per quarter unreasonably, then this matter will be subject to the grievance procedure.

The program will begin October 1, 1992.

ARTICLE 33

RESIDENCY

The City shall apply whatever residency provisions to the bargaining unit covered by this Agreement as then exist for the patrol bargaining unit of the City.

ARTICLE 34

AMENDMENT AND TERMINATION

This Agreement shall commence on July 1, 1992 and shall continue in full force and effect until June 30, 1996, after which it shall continue in full force and effect from year to year thereafter unless written notice is given by one party to the other not less than sixty (60) days nor more than ninety (90) days prior to any expiration date, that a party desires to renegotiate this Agreement.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

By: _____

Dated: _____

9/14/92

CITY OF DEARBORN HEIGHTS

By: _____

Dated: _____

Lyle Van Houten
Mayor Lyle Van Houten

9/16/92

By: _____

Helene Sheridan
Helene Sheridan
City Clerk

Dated: _____

September 16, 1992

ATTACHMENT "A"

AUTHORIZATION FOR PAYROLL DEDUCTION

PLEASE PRINT:

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

TO: City of Dearborn Heights, Michigan

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

Employee's Signature

Deduction Service Agreement Form

The undersigned hereby agrees that in consideration of City of Dearborn Heights deducting from my pay such sums as are due to the Police Officers Association of Michigan or any of its affiliates hereinafter called the "Union" and

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

Employee's Signature

ATTACHMENT "B"

WAGES

	<u>7-1-92</u>	<u>7-1-93</u>	<u>7-1-94</u>	<u>7-1-95</u>
HIRE	\$14,000	\$14,500	\$15,000	\$15,000
CERTIFICATION	14,500	15,000	15,500	15,500
1 YEAR	16,500	16,500	17,000	17,000
2 YEARS**	87%*	87%*	87%*	87%*
3 YEARS**	92%*	92%*	92%*	92%*
4 YEARS**	97%*	97%*	97%*	97%*
5 YEARS	100%*	100%*	100%*	100%*

* PERCENTAGE OF PATROL OFFICER'S STARTING SALARY AS PATROL OFFICER STARTING SALARY APPEARS IN POAM-PATROL CONTRACT.

** NOTES:

(1) AS OF 7-1-92 ON A ONE TIME BASIS, STEP INCREASES FOR PERSONS AT THE FOLLOWING STEPS ON 6-30-92 WILL BE A MINIMUM OF \$1,200 FOR THE STEP THE PERSON IS THEN AT ON A RED CIRCLE BASIS:

- 2 YEAR STEP
- 3 YEAR STEP
- 4 YEAR STEP

EXAMPLE:

IF PERSON IS AT YEAR 2 ON 6-30-92 THAT PERSON'S SALARY IS INCREASED TO \$19,200 (7-1-91 step + \$1,200) ON 7-1-92. IF THAT PERSON GOES TO YEAR 3 DURING THE PERIOD 7-1-92 TO 6-30-93 THAT PERSON'S RATE IS 3 YEAR RATE DETERMINED BY THE FORMULA FOR CONTRACT YEAR 1992-1993.

(2) IF PATROL CONTRACT PERCENTAGE FORMULA IS ELIMINATED FOR CITY FISCAL YEAR (FY) '93-'94 OR '94-'95 FOR RANKS BELOW PATROL MAX, THE CITY WOULD AGREE TO REOPEN, UP TO AND INCLUDING ACT 312, THE CADET FORMULA.

(3) IF THE PATROL CONTRACT PERCENTAGE FORMULA EXISTS FOR CITY FISCAL YEAR (FY) '93-'94 or '94-'95 BUT NO NUMBERS ARE CALCULABLE BECAUSE THE PATROL MAX IS SUBJECT TO NEGOTIATION, THE CITY AND UNION WILL MEET TO AGREE ON AN INTERIM RAISE SUBJECT TO ADJUSTMENT WHEN THE

FINAL PATROL NUMBERS ARE AVAILABLE.

- (4) THE WAGE FORMULA IDENTIFIED IN THIS ATTACHMENT EXPIRES WHEN THE CONTRACT EXPIRES. NEITHER THE UNION NOR THE CITY MAY USE THE FACT THAT EITHER PARTY HAD PREVIOUSLY AGREED TO THE CURRENT FORMULA PROGRAM AS A REASON FOR ITS CONTINUATION INTO ANY SUBSEQUENT CONTRACT PERIOD.



CITY CLERK
HELENE S. SHERIDAN

City of Dearborn Heights

6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127
TELEPHONE: (313) 277-7225

September 9, 1992

Lyle C. Van Houten, Mayor
City of Dearborn Heights

Dear Mayor Van Houten:

The following is a copy of a motion adopted at the Regular Meeting of the Dearborn Heights City Council.

92-450 Motion by Councilman Joseph V. Kosinski, supported by Councilman Robert L. Brown, that the City Council concurs with and approves Mayor Van Houten and City Clerk Sheridan signing the POAM Cadet Bargaining Agreement with the inclusion of Article 34, Amendment and Termination, for the period of July 1, 1992 through June 30, 1996, per Mayor Van Houten, communication dated September 1, 1992.

Motion unanimously adopted.

I hereby certify that the above is a true and correct copy of a motion adopted at the September 8, 1992 meeting of the Dearborn Heights City Council.

Very truly yours,

HELENE S. SHERIDAN
Dearborn Heights City Clerk

HSS/cm

cc: Personnel
Comptroller
Police Dept.

CADET SALARY SCHEDULE BASED UPON NEW POAM CONTRACT

SENIOR PATROL OFFICER'S SALARY

07/01/92	\$38,868.01
07/01/93	\$40,034.05
07/01/94	\$41,235.07
07/01/95	\$42,059.77
01/01/96	\$42,900.97

NEW HIRE POLICE OFFICER'S SALARY

07/01/92	07/01/93	07/01/94	07/01/95	01/01/96
\$21,377.41	\$24,020.43	\$24,741.04	\$25,235.86	\$25,740.58

CADET SALARY SCHEDULE

	07/01/92	07/01/93	07/01/94	07/01/95
HIRE	\$14,000	\$14,500	\$15,000	\$15,000
CERTIFICATIO	\$14,500	\$15,000	\$15,500	\$15,500
1 YEAR	\$16,500	\$16,500	\$17,000	\$17,000
2 YEARS	\$18,598.34	\$20,897.77	\$21,524.71	\$21,955.20
3 YEARS	\$19,667.21	\$22,098.80	\$22,761.76	\$23,216.99
4 YEARS	\$20,736.08	\$23,299.82	\$23,998.81	\$24,478.79
5 YEARS	\$21,377.41	\$24,020.43	\$24,741.04	\$25,235.86

CADET SALARY SCHEDULE PRIOR TO SETTLEMENT OF POAM CONTRACT

	07/01/92	07/01/93 (BEFORE)	07/01/93 (AFTER)	EMPLOYEE ADJUSTMENT
HIRE	\$14,000	\$14,500	\$14,500	-
CERTIFICATIO	\$14,500	\$15,000	\$15,000	-
1 YEAR	\$16,500	\$16,500	\$16,500	-
2 YEARS		\$21,070.57	\$20,897.77	(\$172.80)
3 YEARS		\$22,281.53	\$22,098.80	(\$182.73)
4 YEARS		\$23,492.48	\$23,299.82	(\$192.66)
5 YEARS		\$24,219.05	\$24,020.43	(\$198.62)