

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
BUREAU OF EMPLOYMENT RELATIONS

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In the Matter of the 312 Arbitration Between:

COMMAND OFFICERS ASSOCIATION OF MICHIGAN,

Union, Petitioner,

MERC Case No. D16 C-0277

-and-

CITY OF DEARBORN HEIGHTS

Public Employer, Respondent.

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

COMPULSORY ARBITRATION

Pursuant to Public Act 312 of 1969, as amended
[MCL 423.231, et seq.]

ARBITRATION PANEL

Chair: Mario Chiesa, Esq.
Employer Delegate: Suzanne P. Bartos, Esq.
Union Delegate: Kenneth E. Grabowski

ADVOCATES

Employer Advocate: Cummings, McClorey, Davis & Acho, PLC
By: Suzanne P. Bartos, Esq.
17436 College Parkway, Livonia, MI 48152

Union Advocate: Kenneth E. Grabowski
Police Officers Association of Michigan
27056 Joy Road, Redford, MI 48239-1949

ALSO PRESENT

Elisabeth Sobota-Perry, Human Resources
Krystina Laslo, Chief of Staff
Sergeant Nicholas Hutchins,
Supervisors Association President

INTRODUCTION

The petition in this matter was filed with the State of Michigan on June 19, 2019. It was executed by Kenneth E. Grabowski who is a business agent for the Union, i.e. The Command Officers Association of Michigan. Subsequent to mediation, Commission Chair Edward D. Callahan executed a June 20, 2019 document appointing Mario Chiesa, Esq., 428 N. Gulley Road, Dearborn, MI 48128, to act as the impartial arbitrator and chairperson of the arbitration panel referenced above.

A pre-hearing conference was scheduled and subsequently conducted on July 2, 2019. It commenced at 10:00 a.m. at the Employer's facility at 6045 Fenton Street, Dearborn Heights, MI 48127. It was an extensive and comprehensive meeting with a number of issues addressed. A summary of that meeting is attached as Exhibit 1 and was forwarded to not only the parties and their delegates, but to the appropriate individuals at MERC.

The arbitration hearing was scheduled to begin at 10:00 a.m. on Monday, August 26, 2019 at the City's facilities.

Prior to the arbitration hearing and pursuant to the agreements reached at the July 2, 2019 conference, the Union submitted a document dated August 15, 2019 which addressed the four delineated items contained in the pre-arb conference summary. The submission was to be exchanged by Friday, August 16, 2019. That document is attached as Exhibit 2. At the hearing the parties stipulated that the August 15, 2019 submission by the

Union, which at the arbitration hearing was identified as Joint Exhibit 3, was to be considered a joint submission.

THE PARTIES

The parties to this dispute are the City of Dearborn Heights and the Command Officers Association of Michigan which represents the Dearborn Heights Police Supervisors Association.

Sergeant Hutchins, who has been with the department just short of 15 years, testified that the City of Dearborn Heights maintains a full-time 24/7 police department, which in addition to patrol officers, employs members of the current bargaining unit, i.e., the Dearborn Heights Police Supervisors Association. The bargaining unit is comprised of approximately 24 members. The Chief and Deputy Chief are not members of the bargaining unit. The bargaining unit encompasses shift supervision, which includes two Sergeants and one Lieutenant per shift who are charged with supervising and directing the day-to-day operations of the road patrol. There are six Detective Sergeants who are charged with investigating all criminal matters that involve the Dearborn Heights Police Department. There is one Detective Lieutenant who is charged with the supervision of the six Detectives/Sergeants and also an investigator who assists if there is a case overload. The unit also includes two Captains, one of whom is the investigative Captain charged with the supervision of the entire Investigative Bureau. The Bureau includes patrol officers and the Detective Lieutenant, the narcotics unit, the traffic unit and so

on. There is a uniform Captain who is charged with the operation of the road patrol and who serves as the supervisor for the four Lieutenants who oversee the road patrol. There is also an IT Sergeant who is charged with both vehicle maintenance and the technology for the City of Dearborn Heights Police Department. In addition, there is a Records Bureau Lieutenant who oversees operations of the Records Bureau. There is a shift supervisor who is a Traffic Sergeant who is charged as both the Chief Traffic Engineer for the city, and the supervision of the four officers assigned to the Traffic Bureau. This includes overseeing all traffic-related criminal complaints and the Sergeant is also charged with the training for the City of Dearborn Heights Police Department.

ISSUES BEFORE THE PANEL

In order to understand the nature of this dispute, it must be recognized that the City of Dearborn Heights and the Dearborn Heights Police Supervisors Association are parties to an existing Collective Bargaining Agreement which, by its terms, is dated 7/1/16 to 6/30/21.

34.2 of Article 34 DURATION of the Collective Bargaining Agreement, which is attached as Exhibit 3 and identified at the hearing as Joint 4, reads as follows:

ARTICLE 34 - DURATION

- 34.2 If the Agreement between the City of Dearborn Heights and the Police Officers Union has a monetary increase in any form or fashion other than wages, then the City and the COAM agree to immediately open the agreement for financial equity.

The parties have agreed that the issues currently before the panel are appropriately defined as outlined in attached Exhibit 2, which contains a Letter of Understanding explaining the necessity of addressing the issues in question and containing the parties' mutual agreement or stipulation, if you will, that the contents of the Letter of Understanding represent the resolution of all issues in question. The specific issues are identified in attached Exhibit 2, along with the specific language to appear in the 7/1/16 to 6/30/21 Supervisors Agreement. The parties also agreed that the issues are all economic.

**DISCUSSION OF RECORD, STATUTORY CRITERIA,
STIPULATIONS, COMPARABLES**

As indicated above, the hearing commenced and was concluded on Monday, August 26, 2019. It took place at the Employer's facilities and the hearing record was memorialized in a transcript, a copy of which the Chair was provided before drafting the findings and award in this dispute.

As displayed above, testimony was provided by Sergeant Hutchens and there were numerous documents received in the evidentiary record. Furthermore, as will be outlined, the parties

placed a number of stipulations in the record which deal with various aspects of the dispute and address statutory criteria.

From the outset, it must be understood that the parties agreed that this proceeding and the consideration of the issues in question arise out of a legitimate application of the re-opener language contained in Article 34 of the Dearborn Heights Police Supervisors Association Collective Bargaining Agreement, which was previously displayed.

Further, the parties offered and the panel received the following stipulations:

(1) The parties agreed that all pre-hearing statutory requirements were met. Thus, the matter was properly before the arbitration panel and there are no jurisdictional issues.

(2) The parties stipulated that attached Exhibit 2 should be considered a joint submission and accurately outlines the parties' understandings related to the specific issues contained therein and the resolution of same.

(3) The parties stipulated that the issues in question are all economic and request the panel to adopt the provisions outlined in Exhibit 2.

(4) The parties agreed that the question of retroactivity is essentially a moot point, for regardless of the effective date of July 1, 2017 being referenced in issue 2, the parties stated that no member of the bargaining unit met the threshold requirement

and thus even if all resolutions are made retroactive, there would be no practical economic impact at this point.

(5) The parties agreed that there is no claim of inability to pay. Furthermore, given the nature of the dispute, there is no need for actuarial studies.

(6) The parties agreed that in resolving this dispute all statutory requirements and criteria were reviewed and analyzed.

Notwithstanding the numerous stipulations entered into by the parties, it would nevertheless be appropriate for the panel to explore what is commonly known as the Section 9 criteria. Section 9 is an extensive display of the statutory criteria which an arbitration panel must consider in arriving at conclusions regarding which last offers of settlement should be adopted. All criteria was considered by the panel, although it should be obvious that some have minimal, if any, impact on the resolution of this dispute.

One of the Section 9 criteria which parties often spend considerable time and energy dealing with relates to public employment in comparable communities, as well as private employment in comparable communities. Given the rather unique nature of this dispute, it would be fair and appropriate to conclude that given the re-opener language contained in Exhibit 3, the only true comparable would be the police department for the City of Dearborn Heights and specifically the Patrol Unit. The Patrol Unit agreement is attached as Exhibit 4. In that

regard, a careful analysis reveals that the parties' stipulated joint submission of last offers of settlement are essentially identical to language currently contained in the Dearborn Heights Police Officers Association Collective Bargaining Agreement. In essence, the last offers of settlement seek parity pursuant to a valid contractual provision in the Supervisors Collective Bargaining Agreement which provides for a re-opener under the exact circumstances which exist in this dispute.

There is no doubt that the Employer has the lawful authority to engage in this arbitration and to adopt and implement the last offers of settlement contained in Exhibit 2. Furthermore, it is found that the interest and welfare of the public are promoted by the implementation of the last offers of settlement contained in Exhibit 2 because the quality of benefits received by the supervisory unit as a result of the implementation of the last offers of settlement will enhance morale and the overall positive environment in the Dearborn Heights Police Department.

A number of the criteria in Section 9, either directly or indirectly, relate to the Employer's financial ability to pay. There must also be considerations regarding the financial impact on the community. The criteria recognizes that the financial ability of the unit of government to pay is the most significant issue. In regard to this aspect of Section 9 criteria, it cannot be ignored that the parties, and specifically the Employer, have clearly delineated an understanding that the acceptance and

implementation of the proposed resolutions outlined in the Letter of Understanding attached to Exhibit 2 will have no immediate economic impact and will not immediately increase cost to the City and the community. The only possible retroactive application, per the terms of the offer itself, would be the addition to holiday pay, Article 18, new section 3, which would be effective July 1, 2017. However, the evidence establishes that no member of the bargaining unit meets the initial qualification criteria. Thus, at this time, nothing will be owing.

It was agreed that given the nature of the issues and the language in the last offers of settlement, there is no need for an actuarial study. At this point an actuarial study would not be particularly probative, if at all.

The issues in dispute did not relate to wage increases, so the data available regarding cost of living and cost of living increases would not be helpful. The overall compensation received by employees in this bargaining unit has been considered, especially in light of the provisions of the only real comparable, which would be the City of Dearborn Heights Patrol Officers bargaining unit.

As indicated, the panel has considered all Section 9 criteria.

RESOLUTION AND AWARDS

It is clear from this record that the evidence is compelling and overwhelmingly supports the panel's adoption of the Letter of

Understanding containing the exact contract language sought by the joint submission evidenced in Exhibit 2. Thus, the panel orders that the last offers of settlement contained in attached Exhibit 2 be immediately implemented. The last offers of settlement may be retroactively applied, but it is understood that retroactive application has essentially no effect.

It has been the general practice for panels to also order that part of the award would include the settled provisions of the agreement, in this case the current Supervisors Association contract. Given the nature of this dispute and the fact that it arises out of a re-opener from an existing valid contract and given there is no claim that any of the provisions in the existing Supervisors Association contract are at issue, it would perhaps be redundant to order adoption of the 7/1/16 to 6/30/21 Collective Bargaining Agreement. However, given the instructions issued by MERC, it would be appropriate, even if unnecessary, to include the remaining provisions of the current Police Supervisors Association contract in the overall award in this case.

AWARD

The panel orders that the Letter of Understanding, which is part of Exhibit 2 and attached hereto, be immediately implemented by the parties. The order also includes the implementation of the remaining provisions of the current Dearborn Heights Police Supervisors Association contract.

Dated: September 10, 2019


Mario Chiesa, Chairperson


Suzanne Bartos, Esq.
For the Employer, Concurring

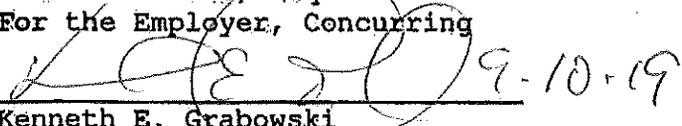

Kenneth E. Grabowski
For the Command Officers
Association of Michigan, Concurring

EXHIBIT 1

**SUMMARY OF JULY 2, 2019 CONFERENCE AND CASE
UPDATE**

Dearborn Heights and Command Officers Association of Michigan; MERC
Case No.: D16 C-0277

To mercpanel@michigan.gov • greenoughm@michigan.gov • sbartos@cnda-law.com •
Kenneth Grabowski <kgrabowski@poam.net> • cspehar@poam.net

JULY 2, 2019 CONFERENCE AND CASE UPDATE: Notice of appointment dated June 20, 2019.

Mario Chiesa--Chair (313-277-1967)

Suzanne P. Bartos Esq. --Employer Delegate. (734-261-2400)

Kenneth Grabowski--Association Delegate.(313-937-9000)

General statement of issues: Addition to Uniform Allowance; Addition to Holiday Pay; Amendment to Health Care for Current Members; Retiree Health Care. ALL ISSUES ARE ECONOMIC.

Hearing Schedule: Monday August 26, 2019; At City facility to commence at 10:00AM.

To be exchanged and provided to panel by Friday August 16, 2019:

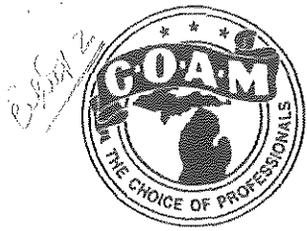
- A. Specific language of proposed changes.
- B. Last Offers of Settlement.
- C. List of comparables.
- D. Exhibits & witness Lists.

Duration of CBA--7-1-16 to 6-30-21--Items listed above are only outstanding issues.

Mario Chiesa-Chair

EXHIBIT 2

**AUGUST 15, 2019 JOINT SUBMISSION CONTAINING
ATTACHED LETTER OF UNDERSTANDING DEFINING THE
ISSUES IN SPECIFIC CONTRACT LANGUAGE AND
CONTAINING PARTIES AGREED RESOLUTIONS TO THE
ISSUES.**



COMMAND OFFICERS ASSOCIATION OF MICHIGAN

813

27056 Joy Road • Redford, Michigan 48239-1949 • 313 937-9000 • FAX 313 937-9165

August 15, 2019

Mario Chiesa, Arbitrator
428 N. Gulley
Dearborn, MI 48128

Re: Act 312 Arbitration
MERC Case No. D16 C-0277
City of Dearborn Heights
- and -
Command Officers Association of Michigan

Dear Arbitrator Chiesa:

Pursuant to your direction at the July 2, 2019 Conference and Case Update, please find the Union's positions on the following subjects:

- A. Specific Language of Proposed Changes. - Please see the attached Letter of Understanding which resulted in a Tentative Agreement on March 26, 2019.
- B. Last Offers of Settlement - Please see the attached Letter of Understanding which resulted in a Tentative Agreement on March 26, 2019.
- C. List of comparables - Dearborn Heights Police Officers Association.
- D. Exhibits & Witness Lists - The Union will present as an exhibit the attached Letter of Understanding which resulted in a Tentative Agreement on March 26, 2019. The Union may call the following as a witness in this proceeding:
 - 1. Kenneth Grabowski
 - 2. Kevin Loftis
 - 3. Members of the Local Association

Mario Chiesa, Arbitrator
August 15, 2019
Page 2

If you have any questions, please feel free to contact me.

Sincerely,

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN



Kevin Loftis
Research Analyst

KL/jlh

cc: Suzanne P. Bartos, Esq.
Kenneth Grabowski

TA
KY

LETTER OF UNDERSTANDING

DHPSA
PRESIDENT

COAM
3-25-19

3-26-19
ESP 03-26-19

This agreement is between the City of Dearborn Heights (hereafter referred to as "City") and the Dearborn Heights Police Supervisors Association (DHPSA) (hereafter referred to as "Union"). This agreement sets forth certain modifications to the current Collective Bargaining Agreement in effect (July 1, 2016 through June 30, 2021) as specified below. In accordance with Article 34, Section 2, which states, "If the Agreement between the City of Dearborn Heights and the Police Officers Union has a monetary increase in any form or fashion other than wages, then the City and the COAM (DHPSA) agree to immediately open the agreement for financial equity.", the City and the Union met to discuss the modification of language to equal that of the current Agreement between the City of Dearborn Heights and the Dearborn Heights Police Officers Association of Michigan (2017-2023).

1. Addition to Uniform Allowance
Article 17, Section 1 (New Subsection A)

Effective July 1, 2020, bargaining unit members hired on or after April 13, 2011 and who have attained eight (8) full years of service, shall receive an additional two percent (2%) for a maximum uniform allowance of four percent (4%) of the maximum base salary which shall be payable on or before October 1st of each year.

2. Addition to Holiday Pay
Article 18, New Section 3

Effective July 1, 2017, for bargaining unit members hired on or after April 13, 2011, the following holiday pay schedule shall become effective:

After 10 years of service, each police officer shall be paid an additional three percent (3%) for a lump sum equal to nine and three-tenths percent (9.3 %) of the employee's base wage salary.

After 15 years of service, each police officer shall be paid an additional five percent (5%) for a lump sum equal to eleven and three-tenths percent (11.3%) of the employee's base wage salary.

After 20 years of service, each police officer shall be paid an additional 7 percent (7%) for a lump sum equal to thirteen and three-tenths percent (13.3%) of the employee's base wage salary.

3. Amendment to Health Care for Current Members
Article 23, Section 3, Subsection D1 and D2 Change, Add D3

KZ
3-26-19
EGP 03.26.19

Healthcare benefits while in the DROP may remain the same as the member had at time of DROP election until his/her separation from employment. This is to include spouse and covered children/dependents. While in the DROP, the member's insurance premium cost share contribution through the City shall be in accordance with P.A. 152 until such time he or she separates from employment.

In the event the DROP participant elects to waive the City's healthcare plan he/she shall be compensated at two-thousand five-hundred (\$2500) per plan year if the alternative plan is not with the City. In the case of a married City employee, whereby both are eligible to receive benefits, the employee who opts out of the insurance will receive one-thousand two-hundred (\$1250).

The City shall not provide post-retirement healthcare insurance after separation from employment. The employee shall contribute three (3%) percent of his/her base wage per pay period to the "Medical Expense Reimbursement Trust" in lieu of a retiree healthcare benefit. The City shall contribute an additional one (1%) percent. This contribution will be withheld from the employee's pay throughout their tenure with the City and the City remains responsible for investing the contribution into the trust.

For police officers hired on after April 13, 2011, who retire and separate employment under Public Act 345, whom are not entitled to post-retirement healthcare, the City shall provide a stipend in the amount of fifty (50 %) percent of that retiree's chosen post-retirement healthcare premium cost plan (up to a maximum of five thousand (\$5000) dollars). This stipend shall be paid to the retiree (or retiree's spouse in cases where the retiree has pre-deceased his/her spouse) on or about December 1st of each year for the following plan year and is not intended to cover any premium related to the Medicare Parts (A, B, or D). The retiree shall submit documentation to the City prior to December 1st of each year showing the retiree's enrollment plan and cost share for the following year.

Article 23, Section 3, Subsections C1, Change/Add

Healthcare benefits and insurance premium cost share while in the DROP ~~and in retirement~~ shall be the same as the COAM member had at the time of ~~retirement~~ ~~and/or~~ DROP election until reaching Medicare age retirement.

Healthcare benefits and insurance premium cost share while in in retirement shall be the same as the COAM member had at the time of retirement until reaching Medicare age. However, the employee will only be responsible for paying one percent (1%) of his or her Act 345 retirement benefit towards his or her health care benefit.

TACD
N/A
DHPSA
FEB 12 2019

KY
3-26-19

ESP 03.26.19

For the City

For the Union

Daniel S. Paletko, Mayor

Nick Hutchens, Sergeant

Date

Date

Walter Prusiewicz, Clerk

Ken Grabowski, Business Agent

Date

Date

T/A
K
JAN
DHPSA
PRES 12/10/19

EXHIBIT 3

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF DEARBORN HEIGHTS**

AND

**THE DEARBORN HEIGHTS POLICE SUPERVISORS
ASSOCIATION**

7-1-16 TO 6-30-21

EXHIBIT 3

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF DEARBORN HEIGHTS
AND
THE DEARBORN HEIGHTS POLICE SUPERVISORS
ASSOCIATION
7-1-16 TO 6-30-21**

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF DEARBORN HEIGHTS

AND

THE DEARBORN HEIGHTS POLICE SUPERVISORS

ASSOCIATION

P 73



7-1-16 to 6-30-21.

EXHIBIT 3

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF DEARBORN HEIGHTS
AND
THE DEARBORN HEIGHTS POLICE SUPERVISORS
ASSOCIATION
7-1-16 TO 6-30-21**

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF DEARBORN HEIGHTS
AND
THE DEARBORN HEIGHTS POLICE SUPERVISORS
ASSOCIATION

P 73



7-1-16 to 6-30-21

Dearborn Heights Police Supervisors/COAM
Effective July 1, 2016 through June 30, 2021
SIGNATURE COPY

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF DEARBORN HEIGHTS

and

THE DEARBORN HEIGHTS POLICE
SUPERVISORS ASSOCIATION

Effective July 1, 2016 to June 30, 2021

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ARTICLE 1
PARTIES

- 1.1: This Agreement is between the City of Dearborn Heights, a Michigan municipal corporation, (hereinafter referred to as the "Employer" or the "City"), and the Command Officer Association of Michigan (COAM) and its affiliate, the Dearborn Heights Police Supervisors Association (DHPSA), hereinafter referred to as "COAM", "DHPSA" or "Union".

ARTICLE 2
PURPOSE AND INTENT

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

ARTICLE 3
RECOGNITION

- 3.1: The City of Dearborn Heights recognizes the Association as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all police officers of the rank of corporal and above, including detectives, but excluding Chief and Deputy Chief.
- 3.2: Police officers and Association representatives shall have the right to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.
- 3.3: The City will deduct each month, upon signed authorization by individual officers, all initiation fees, dues and assessments certified by the Association and forward same to the Association's authorized Treasurer. The authorization shall be irrevocable for the term of this Agreement.

ARTICLE 4
AGENCY SHOP

- 4.1: The parties recognize that all employees covered by this Agreement shall pay their fair share of the cost of negotiating and administering the Agreement.
- 4.2: 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, however, that a monthly service fee once set during the contract term shall not change for the remainder of the contract term.
- 4.3: Any employee who has failed to either maintain membership or pay the requisite Agency Fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:
- A. The Union has notified said employee by letter addressed to the employee's last known address spelling out that such 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, such employee will be reported to the City for termination from employment as provided for herein, and
 - B. The Union has furnished the City with written proof 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 and provide to the City, in affidavit form signed by the Union Treasurer, a certification that the amount of the delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

Dearborn Heights Police Supervisors/COAM
Effective July 1, 2016 through June 30, 2021
SIGNATURE COPY

- 4.4: The City agrees to deduct from the pay of each police officer from whom it receives a written authorization to do so, the amount specified upon the authorization. Each police officer utilizing the city deduction from pay for the remittance of sums to the Union shall provide the City an authorization in the form attached hereto as Attachment "A". The form shall include an agreement by the police officer to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reasons of action taken or not taken by the City for purpose of providing the deduction service. Furthermore, the police officer shall agree that in the event a refund is due such police officer for any reason, such police officer shall seek such refund from the Union.
- 4.5: Such sums deducted from a police officer's pay, accompanied by a list of the police officers from whose pay they have been deducted and the amount deducted from such deductions shall be forwarded to the Union Treasurer at 25637 Michigan Ave., Dearborn Heights, Michigan 48125, within thirty (30) days after such collections have been made.
- 4.6: In the event that a refund is due any police officer for any sums deducted from wages and paid to the Union, it shall be the responsibility of such police officer to obtain appropriate refund from the Union.
- 4.7: The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by the reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.
- 4.8: The City shall not be responsible for inadvertence or negligence in complying with the terms of this Article.
- 4.9: The Employer will deduct from the pay of the employees in any month only the dues, fees or service charges incurred while an employee has been in the employ of the Employer and only such amounts becoming due and payable in such month.

- 4.10: The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and, if for any reason it fails to make a deduction for any 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.
- 4.11: The parties agree to respect the religious beliefs of any employee who is a member of or adherent to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting a labor organization and such employee shall not be required by either party to join or financially support any labor organization.

ARTICLE 5
REPRESENTATION

- 5.1: The Association shall be represented in all negotiations by a committee of any three (3) officers of the Association and such counsel, legal, economic or otherwise, as they shall retain. The City shall negotiate with those representatives and their counsel as herein provided.
- 5.2: The Association shall be represented in the grievance procedure by two (2) stewards, the President of the Association who shall act as Chief Steward, and such counsel as they shall retain. There shall be one (1) alternate for each steward and the Vice-President shall act as the alternate Chief Steward.
- 5.3: The President and a steward shall act as a grievance committee.
- 5.4: According to the Constitution and By-Laws of this Association, officers and other representatives of the Association shall be afforded time during regular working hours without loss of pay to fulfill their Association responsibilities. This to include all general meetings, Board meetings, negotiations with the City, processing of grievances, and administration and enforcement of this Agreement, General Union meetings, same not to

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exceed one per month. President of the Association shall be assigned police duties in the police station between the hours of 9:00 a.m. and 5:00 p.m., or hours in agreement with the Chief of Police, Monday through Friday, during which the President of the Association will be allowed to handle all Association business that will come before such President and attend all meetings pertaining to the Association during said hours without loss of time. Association business shall take precedence over all other non-emergency duties assigned to the President. The President will account for all time spent away from the Police Department while conducting Association business if so directed by the Chief of Police or the Mayor.

If the City calls in an Association representative during non-duty hours for grievance administration, such Association representative will be given compensatory time computed at straight time.

5.5: Up to three (3) elected delegates of the Union will be excused from work up to three (3) work days for the purpose of attending conferences or seminars relating to the administration of the collective bargaining agreement provided those conferences or seminars are held outside the City limits of the City and that the City is not required by manpower restrictions to call in persons to replace persons attending; provided one Union designated person shall be permitted to attend such conference whether or not call in is necessary. Designated delegates will receive their regular pay from the City but shall not be considered on duty. The City will not be responsible for any delegate expenses incurred as a result of attending such conference or seminar.

5.6:

A. All members of the bargaining unit shall have the right to be represented by the Command Officers Association of Michigan and/or an officer of the local union, and/or such Counsel as deemed necessary by the Union, at all grievance meetings with the City, disciplinary conferences or procedures. However, such representation shall not exceed three (3) officers of the Association and required outside counsel. The City will provide the Union with at least thirty-six (36) hours prior written notice

of any hearing or board action at which disciplinary action against a bargaining unit member will be discussed or heard by such hearing or board.

B. This section shall not preclude any member from representing themselves; provided, however, the results of such action shall also be given in writing to the Union within three (3) days.

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

ARTICLE 6

DISCIPLINE

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

6.2: A penalty once levied may be reduced but may not be increased.

6.3: A change of shift shall be considered a just and reasonable disciplinary penalty in cases where there is cause for discipline; provided that no innocent member of the bargaining unit shall be transferred to accommodate a disciplinary shift transfer. An employee who was transferred for disciplinary reasons, will not without a showing of sufficient cause related to the offense, be required to stay on the shift that officer was transferred to because of the discipline for more than four (4) months.

6.4: For purposes of supervisors on a twelve (12) hour schedule, a day's suspension shall mean loss of eight (8) hours pay. All discipline shall be converted to hours. Discipline shall be prorated fairly between officers working both eight (8) and twelve (12) hour shifts.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1: Purpose.

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

7.2:

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

- (1) Article and Section of the Agreement allegedly violated, and
- (2) Date of occurrence of each alleged violation, and
- (3) Manner of alleged violation including the name, if applicable, of the management representative who allegedly violated the agreement.

The parties recognizing that an orderly grievance procedure is necessary agree that each Step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be filed within thirty (30) calendar days after the occurrence of the circumstances giving rise to the grievance otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

B. The term "employee" includes any individual or group who is a member of the bargaining unit covered by the Contract.

7.3: **The Steps of the Grievance procedure are as follows:**

STEP 1. Grievances will be filed with the Department and answered by the employee's immediate supervisor, or, if not available, the next ranking officer in charge. The immediate supervisor or higher ranking officer, whichever the case may be, shall make known that person's disposition of the grievance in writing within seven (7) working days after the grievance is filed.

STEP 2. In the event the grievance is not resolved in Step 1, the Executive Board of the Association shall review the grievance to determine whether or not to appeal the matter further. If the Executive Board decides not to pursue the grievance, the matter shall be brought before the Association for vote. If the Association, by majority vote, decides to further appeal the grievance, then the president and/or steward shall continue with the processing of the grievance as hereinafter set forth. If the Association decides against further pursuit of the grievance, the employee who may be aggrieved shall not be precluded from processing the grievance on the employee's own. If the grievance is to be appealed, then it shall be submitted within twenty (20) working days from the date of the written disposition of the grievance as per Step 1, to the Chief of Police or Deputy, who shall reply in writing within seven (7) work days after the grievance is submitted to the Chief. A meeting between the Chief and the Grievance Committee shall be held to discuss the grievance within the seven (7) work day period. The death, disability, vacancy or absence of the Chief of Police shall not cause an extension of the seven (7) work day period provided for in Step 2, but recourse shall be had to Step 3 at the end of the seven (7) work day period, the same as would obtain if the meeting were held and the grievance unresolved. The Association shall notify the City of its decision not to pursue a grievance in writing and shall specifically advise the City whether or not the grievant has elected to pursue the grievance on the employee's own.

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STEP 3. If the grievance is not resolved within the seven (7) work day period provided in Step 2, the grievance shall be submitted to the Mayor or representative within ten (10) working days and the Mayor or representative shall reply in writing within twenty (20) days after the date the grievance is submitted to said Mayor. The death, disability, vacancy or absence of the Mayor shall not cause an extension of the twenty (20) day period provided for in Step 3, but recourse shall be had to arbitration or to Civil Service at the end of the twenty (20) day period provided for below, the same as would obtain if meeting were held and the grievance unresolved.

- 7.4: Grievances affecting a number of police officers may be treated as a policy grievance and entered directly at the second Step of the grievance procedure.
- 7.5: All police officers shall have the right to be represented by not more than two (2) employee Association representatives and counsel at all disciplinary conferences or procedures. Notification shall be promptly given to the Association of any disciplinary action taken against any police officers which results in official entries being added to the police officer's personnel file. In addition, a copy of any correspondence to be placed in the officer's departmental personnel file or Civil Service file will be sent directly to the officer.
- 7.6: If the grievance is not resolved in Step 3, the grievant shall designate an election of remedies by specifically stating thereon whether the aggrieved employee elects to proceed in accordance with Act 78 or the Rules of the American Arbitration Association. If the employee shall elect to proceed in accordance with the provisions of Act 78, and if the Civil Service Commission or the Court should decide that they lack jurisdiction to hear the matter or if they decide that the matter is not cognizable under Act 78, then the employee may resort to binding arbitration under the rules of the American Arbitration Association.

ARTICLE 8**ARBITRATION**

8.1: Any unresolved grievance, having been processed through Step 3 of the Grievance Procedure, may be submitted to arbitration, or Act 78 resolution in accordance with this Agreement, by either party in accordance with the following:

- A. ~~Arbitration or Act 78 resolution shall be invoked by written notice to the other party within thirty (30) days of Step 3 determination of intention to arbitrate or secure Act 78 resolution. The party desiring arbitration shall, within thirty (30) days of receipt of the answer of the City at Step 3 of the Grievance Procedure of this Agreement, request the American Arbitration Association to appoint an impartial arbitrator in accordance with the Labor Arbitration Rules and Regulations of the American Arbitration Association then in effect.~~
- B. The decision of the arbitrator shall be final and binding upon the City, the Association and the affected police officers.
- C. The arbitrator shall have no power or authority to add to, or to subtract from or to modify any of the terms of this Agreement.
- D. Any and all costs incurred for the purpose of arbitration shall be shared equally between the City and the Association. Each party shall be responsible for its own expenses including representatives and witnesses.
- E. The grievance procedures provided herein shall be the exclusive remedy for the Association, the City and the employees and there shall be no right to pursue any other procedures or remedies under Act 78, Public Acts, 1935, or the Courts on matters subject to the grievance procedure as provided herein, unless Act 78 is specifically elected by the aggrieved at the time of filing the grievance with the City.

In no event shall an aggrieved employee be granted both an arbitration and an Act 78 hearing arising out of the same grievance.

- F. DHPSA agrees that should it decide that a grievance shall not be pursued past Step III, it shall so advise the city in writing; provided such dropping of a member's grievance shall not affect that member's Act 78 rights, if any, and DHPSA will not finance an Act 78 action.

8.2: All arbitration hearings will be held on city premises.

ARTICLE 9
SENIORITY

9.1: Departmental seniority of a command officer will be from the date of hire as a police officer. Seniority for all other purposes shall be determined in the following manner:

- A. A member of this Association with the highest rank will be number 1 in seniority and on down the chain of command.
- B. In instances where two or more members hold the same rank, the member with the most time in that rank shall be designated as number 1 in seniority.

9.2: A police officer shall forfeit such officer's seniority rights only for the following reasons:

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

- D. The officer retires.
 - E. A settlement with employee has been made for total disability.
- 9.3: A seniority list shall be furnished to the Association by the City once every twelve (12) months.
- 9.4: The City will post newly created lateral command vacancies and training opportunities for ten (10) calendar days. The filling of newly created lateral command vacancies will be by the City selecting from among three (3) candidates selected from all available candidates based on seniority in rank and qualifications. The City may select any one of the three (3) candidates.
- 9.5: In the event a Bureau duty assignment is terminated by the City, the officer may, in the City's discretion, be reassigned to the patrol division and shall select shift by seniority.

ARTICLE 10

EMPLOYEE'S RIGHTS

- 10.1: At no time shall any member of the Association be required to answer to any allegation(s) of misconduct unless said allegation(s) has been reduced to writing and the member shall be provided with a copy of the allegation(s) and an opportunity to read same before answering any questions or making any statements regarding the allegation(s). Further, at the member's request, the member shall have the right to representation from an Executive Board member and/or a member of the grievance committee, or an attorney of such member's choice, present during the time any answers are given or statements made.

- A. If at any time, a member is answering to an allegation(s) which may result in criminal charges being filed against him/her, the Association member shall be advised of his/her rights (MIRANDA WARNING) prior to any questioning.
- B. At no time shall any member of the Association be required to take a polygraph test to prove or disprove any allegation(s) made against such member unless such member so desires.

10.2:

- A. The private and personal life of any employee is not within the appropriate concern or attention of the City, as long as it is consistent with the high standards which the profession and the Association has set. The parties, having recognized the liability inherent in outside law enforcement-type activity on both employees and the City as defined by the Michigan Supreme Court, agree that all outside employment must be approved by the Chief of Police.
- B. Neither the home address nor photograph of any member suspected of wrongdoing shall be given to the press or the news media without the written consent of the member.

10.3: The City recognizes its responsibility to continue to give reasonable support and assistance to all employees with respect to the performance of and the carrying out of their respective duties as police officers.

10.4: No provision of this Agreement is intended to prohibit the City from offering to the Union President a proposed settlement of disciplinary action, whether imminent or effective.

10.5: Any discussions or conversations occurring between an Association officer and any member who has been charged with a violation of the Rules and Regulations of the Dearborn Heights Police Department or charged with any contract violations, shall be privileged to the

extent that the Association officer shall not be called to testify as to said conversations in any arbitration or Civil Service Hearing by the City.

10.6: The City will offer a police supervisor who has a reasonable grounded fear of an adverse personnel action, and who requests Union representation, the option of Union representation in the investigatory interview.

10.7: The Association reserves the right as citizens to appear before and petition the City Council on matters of concern.

ARTICLE 11

PROMOTIONS, LAYOFFS, RECALLS AND LEAVE OF ABSENCE

11.1: Promotions shall be in accordance with the provisions of Act 78, P.A. of 1935, as amended, except as follows:

- A. Each applicant's unexpurgated personnel file shall be submitted to the oral examiners.
- B. The Oral Board Examiners shall be department neutral, that is to say, not members of the Dearborn Heights Police Department or border communities. Oral Board Examiners shall hold the rank of Lieutenant or above. Eligible examiners shall be deemed neutral when agreed upon by both the City and Union.
- C. There shall be automatic progression from the rank of Deputy Chief to Chief without further testing and the Union waives the right of, and for, its members for testing for the rank of Chief.
- D. Eligibility for purpose of promotion shall be two years in rank/grade. At the close of the application date and time.

- E. The Promotional examination process for eligible members shall be as follows:
1. The promotional examination process for eligible members shall consist of a written exam portion and an oral exam portion which shall be weighted at 50% written and 50% oral.
 2. Eligible members must score 70% or higher on the written portion and 70% or higher on the oral portion. Members failing to score a minimum of 70% on the written portion shall be disqualified from the promotional process and shall not be allowed to participate in the oral portion. Members failing to score a minimum of 70% on the oral portion will not be eligible for promotion.
 3. Eligible members must have a combined score (written & oral) of 70% or higher to be eligible for promotion.
 4. After the written portion and oral portion have been scored and appropriately weighted each eligible member shall have 1/12 (one-twelfth) point for each month of service as a police officers with the city of Dearborn Heights, including probationary time, added to their overall score. There shall be no maximum cap for these seniority points.
 5. The questions for the written examination portion shall be drawn from the following sources:
 - a. Dearborn Heights City Ordinances (Criminal and Traffic chapters);
 - b. Dearborn Heights Police Department Rules & Regulations Manual;
 - c. Dearborn Heights Police Department Policies, Procedures, and General Orders;
 - d. Michigan Criminal Law & Procedure Manual or equivalent;

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e. Two textbook/sources chosen by the Dearborn Heights Police & Fire Service Commission (Textbooks to be relevant to Police Supervision and the rank being tested).

6. The eligibility list for promotion shall expire two (2) years from the date that it was established and certified by the Dearborn Heights Police and Fire Civil Service Commission.

11.2: Layoffs and recalls shall be in accordance with the provisions of Act 78, P.A. of 1935, as amended. A laid off bargaining unit member shall retain recall rights for a period not to exceed that person's departmental seniority or retirement age, whichever is sooner.

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

A. Leaves shall be granted for a period of up to three (3) months to employees who are physically or mentally or otherwise disabled from performing their duties, upon showing proper proof of such disability through the period of absence from a fully qualified physician within whose Board certified specialty the symptoms lay.

B. The City may grant leaves of absence for other cause in its sole discretion.

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

11.4: A police officer during such officer's leave of absence shall not do any type of police work.

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

ARTICLE 12
ASSOCIATION ACTIVITIES

12.1: **Bulletin Boards.**

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

12.2: **Meetings.**

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

12.3: **Strike and Lockout Prohibition.**

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

- 12.4: The Association President or any Association member performing Association business during normal working hours will be considered on duty and shall be allowed to use a department vehicle when traveling to and from the location where said business is to be conducted.

ARTICLE 13
CHANGES IN WORKING CONDITIONS

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

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

A special conference on important matters shall be made three (3) calendar days in advance wherever possible and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conference shall be confined to those on the agenda.

ARTICLE 14

CITY'S RIGHTS

- 14.1: The City reserves the right to assign tasks to police officers and to set up rules and regulations necessary to operate the Police Department as efficiently as possible, subject to the provisions of this Agreement.
- 14.2: Before new bureaus are established, the City will consult with the Association to solicit its views concerning organization of such bureaus.
- 14.3: It is understood and agreed that the Chief and Deputy Chief can perform bargaining unit work.
- 14.4: The Union recognizes the right of the city to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated, or modified by this agreement are retained by the City.
- 14.5: The Union recognizes the exclusive rights of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes, and procedures by which such work is to be performed, as well as set work standards. The City also reserves the right to make work assignments in emergency situations.

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- 14.6: The City has the right to schedule overtime work as required and consistent with the provisions set forth in Article XIX.
- 14.7: It is understood by the parties that every incidental duty connected with assignments enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by such employees.
- 14.8: The City reserves the right to classify positions based on assigned duties or responsibilities or make changes in assigned duties and responsibilities. The City has the responsibility in such classifications and duty assignments to provide equal compensation for equal work and to reflect duties and responsibilities by appropriate classifications and compensation. In cases where an employee considers that these principles are not being observed, that employee may seek redress through the grievance procedure set forth in Article VII.
- 14.9: The City reserves the right to discipline or discharge for cause.
- 14.10: The City reserves the right in accordance with Article 11, Section 2, to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful and unproductive.
- 14.11: No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials:
- A. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter or Ordinances, recommending an annual budget of appropriation, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.

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- B. The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.
- C. The responsibility of the City for establishing, amending, and administering an Act 78 Civil Service merit system of employment, a classification plan, adopting rules and regulations regarding employment and exercising personnel administration responsibilities.
- D. The responsibility of the City for establishing, amending, and administering a compensation plan, and a fringe benefit program including an insurance program, a disability program, and other similar programs.
- E. The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.
- F. The responsibilities of Department Heads governed by Charter provisions, ordinances, and Civil Service rules:
 - (1) To hire, assign, transfer, and promote employees to positions within the agency;
 - (2) To suspend, demote, discharge, or take other disciplinary action against employees;
 - (3) To relieve employees from duties because of lack of funds;
 - (4) To determine the methods, means and personnel necessary for departmental or agency operations;
 - (5) To control departmental or agency budget;
 - (6) To take whatever actions are necessary in situations of emergency to perform the functions of the department.

- G. The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions, and ordinances for this purpose subject to the authority of the departments and the City Council.
- H. The responsibility of the City for establishing, amending, and administering the Act 345 Retirement Plan of the City.
- 14.12: The Police Chief may convene a disciplinary review board consisting of three (3) superior officers to review the circumstances in any contemplated disciplinary action against an employee and based upon this review to make an advisory recommendation to the Police Chief that the charges are founded or unfounded. The Union shall have the right to challenge the selection of the disciplinary review board and have one (1) of its members replaced without cause.

ARTICLE 15

COPIES OF CONTRACT

- 15.1: The City agrees to deliver a copy of this Agreement to the Association for its distribution to each police officer within thirty (30) days of the formal execution of this Agreement.

ARTICLE 16

WAGES

- 16.1: Annual Base Salary
- A. Commencing on the date indicated, the City shall pay the following amounts as base wage, beginning on 7/1/2016.

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Wages (Percentage of Patrol Officer's Annual Base Wage)

	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020
Sergeant	117%	117%	117%	117%	117%
Lieutenant	124%	124%	124%	124%	124%
Captain	132%	132%	132%	132%	132%

- B. For and in consideration of the rank changes granted in previous negotiations, the Association for itself and its individual member's covenants not to institute or support any action, legal or otherwise, which would be construed as a challenge to the rank changes provided hereunder and agrees to jointly defend any such action with the City.

- C. In prior contracts the parties had previously made provision for a capped COLA program. Such a capped program was consciously deleted from this Agreement.

- D. Upon ratification of this agreement, officers that are members of the bargaining unit shall receive a two thousand (\$2,000) signing bonus.

16.2: Reserve for future use.

16.3: Longevity Pay.

- A. Police Officers will be paid longevity pay as determined by hourly rate of pay in effect in the month of November as follows:
- 2% after 5 years' service
 - 3% after 8 years' service
 - 4% after 10 years' service
 - 5% after 12 years' service
 - 6% after 15 years' service
 - 6.5% after 17 years' service
 - 7% after 20 years' service
- B. The anniversary date for computing Longevity Pay shall be December 31st of each year. Longevity Pay for a police officer having more than one (1) year at the time of termination of the officer's employment shall be computed pro-rata from commencement date of employment to the 31st of December of each year. Longevity Pay shall be paid to the police officer on or before the 1st day of December of each year.
- C. Members entering into the City of Dearborn Heights on or after April 13, 2011 shall not be entitled to a longevity benefit. For purposes of this Section, the City and the Union agree that if any other union agrees to an alternative longevity savings method, this Section shall be opened for negotiation for modification or amendment at the request of either party.

16.4: In absence of both the Chief and Deputy Chief for periods of a day or more, a Captain who acts as Chief shall be paid as Chief for the time spent as Chief, calculated in daily increments.

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- 16.5: An employee shall receive full pay upon satisfactory completion of their 6 month probationary period. During probation sergeants will be paid at the rate of 70% of the increase above their prior base wage. Lieutenants and Captains are not subject to a probationary wage adjustment under these provisions.
- 16.6: It is agreed that there will be no step up pay for vacations, personal days, etc.

ARTICLE 17

UNIFORM ALLOWANCE

- 17.1: Each police Officer shall keep and maintain a set of uniforms, in serviceable condition, neat and clean, at the officer's own expense, and shall receive additional compensation therefore, for the maintenance of same, an allowance of two percent (2%) of that member's base wage payable on or before the 30th day of September annually. This shall be included in the Officer's final average compensation.
- 17.2: In the event through extraordinary services, articles of uniform and apparel are damaged or destroyed in the line of duty, upon approval by appropriate officer, said police officer shall receive additional compensation in an amount necessary to replace said articles destroyed or damaged as soon as reasonably possible.

**CLARIFICATION ON DAMAGED OR DESTROYED CLOTHING
ARTICLES THROUGH EXTRAORDINARY SERVICES**

- A. Uniform or apparel damage incurred where it was necessary for an officer to use physical force while attempting to affect an arrest.
- B. Uniform or apparel damage incurred while pursuing a person who is attempting to flee from an arrest.

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- C. Uniform or apparel damage incurred while an officer is either aiding or assisting an injured person.
- D. Uniform or apparel damage incurred while investigating a major crime (B & E, Robbery, Arson).
- E. Uniform or apparel damage incurred during a major disaster such as flood, fire, gasoline truck accidents, etc.
- F. Uniform or apparel damage incurred while handling wild or vicious animals.
- G. Apparel to be considered civilian attire as required by Department Rules and Regulations for officers in certain positions or details.
- H. Personal jewelry is not required and will not be replaced.
- I. Patent leather shoes are not covered. Officers wear them at their own risk.
- J. Watches, although not required, are considered an essential item, but with a replacement or repair value not to exceed twenty (\$20.00) dollars (includes watch bands and watch chains).
- K. The replacement value of articles will be determined after said articles have been turned into the Chief's office. Due to unusual wear, age, condition and serviceability, some articles' value will be pro-rated.

ARTICLE 18

HOLIDAYS AND HOLIDAY PAY

18.1: Effective July 1, 2005, all employees shall be paid as provided for in Article 18 for the following holidays.

- | | |
|---------------------|------------------|
| New Year's Day | Veteran's Day |
| Presidents Day | Thanksgiving Day |
| Good Friday | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | New Year's Day |
| Employee's Birthday | Memorial Day |

18.2: Effective July 1, 2005, in lieu of paid holidays or holiday time off, each police supervisor shall be paid a lump sum equal to six and three-tenths (6.3%) of the employee's base wage salary. Holiday pay to be computed at base wage rate of salary based on Article XVI.

ARTICLE 19

OVERTIME AND COURT-TIME COMPENSATION

19.1: In the event that any police officer assigned to a (8) eight hour work shift works more than eight (8) hours, such officer shall receive additional pay at the rate of time and one-half for such time over eight (8) hours. Officers assigned to (8) hours work shift shall have a minimum of four (4) hours at overtime pay for call. An employee assigned to twelve (12) hour work shift works more than twelve (12) hours, such officer shall receive additional pay at the rate of time and one-half for such time over twelve (12) hours. Scheduled overtime at the start of a shift is not call-in time. Officers assigned (12 hours work shift shall have a minimum of six (6) hours at overtime pay for call-in. If the assignment is completed prior to four (4) or six (6) hours, the officer can elect to go off duty and receive pay only for actual time worked or be given additional assignments to complete the six (6) hours.

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19.2: In the event that an officer works a leave day, such officer shall receive compensation at the rate of time and one-half for such period with a minimum guarantee of four (4) hours at overtime pay for call-in.

19.3:

- A. In lieu of overtime compensation as provided above, at the election of the police officer, compensatory time in the ratio of 1.5 hours of compensatory time for 1.0 hours of overtime shall be allowed. A police officer may accumulate up to two hundred forty (240) hours compensatory time
- B. Upon resignation, retirement or death of a police officer, full pay shall be due to the police officer or such officer's "Designated Beneficiary" (attachment C) or estate for up to two hundred forty (240) hours accumulated compensatory time.
- C. Detective Bureau Personal "On Call" for any given week or prorated to a daily basis shall receive eight (8) hours of compensatory time for being available.
- D. In the event that an employee assigned to work twelve (12) work schedules is unable to complete an entire shift overtime of less than six (6) hours will be staffed only with approval of the Division Captain. Overtime of six hour of more will be staffed.
- E. On or before October 1, 2017, and each year after, a members not in the DROP shall have forty (40) hours of unused compensatory time paid out provided that he or she has at least two hundred-forty (240) hours of compensatory time in his or her bank. On or before December 31, 2017, and each year after, a members not in the DROP shall have forty (40) hours of unused compensatory time paid out provided that he or she has at least two hundred-forty (240) hours of compensatory time in his

or her bank.

19.4: **Court-Time.**

Each police officer when required to attend any court at a time other than such officer's regular working shift, shall be paid therefore at the rate of time and one-half the officer's regular rate for actual court time with a guarantee as follows: 20th District Court three (3) hours pay. All other courts four (4) hours pay.

19.5: Emergencies notwithstanding, members must work one full shift following use of a sick day to be eligible for overtime. It is the responsibility of the member to notify the on-duty desk officer.

ARTICLE 20

VACATIONS

20.1: With each officer's anniversary date effective July 1, 2009, each supervisor in the bargaining unit shall receive any and all vacation time converted to hours as follows:

20.2: The City will provide each officer, on January 31st of each year, with a list setting forth the officer's accumulated sick and vacation time.

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20.3:

	Hours	8 hour shift	12 hour shift
After 1 full year	116 hours	14 days+4 hours	9 days+8 hours
“ 2 full years	156 hours	19 days+4 hours	13 days
“ 3 full years	172 hours	21 days+4 hours	14 days+4 hours
“ 4 full years	188 hours	23 days+4 hours	15 days+8 hours
“ 5 full years	196 hours	24 days+4 hours	16 days+4 hours
“ 6 full years	236 hours	29 days+4 hours	19 days+8 hours
“ 10 full years	244 hours	30 days+4 hours	20 days+4 hours
“ 11 full years	252 hours	31 days+4 hours	21 days
“ 12 full years	260 hours	32 days+4 hours	21 days+8 hours
“ 13 full years	268 hours	33 days+4 hours	22 days+4 hours
“ 14 full years	276 hours	34 days+4 hours	23 days
“ 15 full years	284 hours	35 days+4 hours	23 days+8 hours
“ 16 full years	292 hours	36 days+4 hours	24 days+4 hours

Members who have not purchased service credits over 60 months shall be entitled to an extra 12 hours of vacation time upon reaching 16 years of service for a new maximum of 304 hours to be credited on his or her anniversary date.

All earned vacation time may be taken in two (2) hour increments for purposes of an eight (8) hour shift schedule. For purposes of a twelve (12) hour schedule vacation time may be taken in three (3) hour increments. Any/all “excess” time earned less than twelve (12) hours may be reported to the Division Captain within a fifteen (15) day grace period of such time earned for credit to the officer’s CT bank, or in the case of furlough, on or before the officer’s anniversary date.

20.4: All vacation time must be taken in the year following the year in which earned. Accumulated vacation time accrued before June 30, 1987 may be taken by the officer with approval of the Chief of Police or designee.

20.5: At least five (5) frozen banked vacation days will be purchased by the City annually, at the individual bargaining unit member's option, from bargaining unit members with banked days and that person's bank accordingly reduced. All red circled banked vacation days will be frozen in value as of June 30, 1993 and shall not increase in value nor accrue any roll up costs from future salary increases. Effective November 1, 2010 a police officer may now bank up to two-hundred forty-four (244) hours of vacation time. However, it is understood a police officer may only use up to two hundred ninety-two (292) hours of vacation time per year (anniversary date to anniversary date). At the time of normal retirement, DROP enrollment, duty disability retirement or death (as provided for elsewhere in this agreement), any/all vacation time shall be addressed in accordance with and as provided for elsewhere of this agreement.

Vacation days will be frozen in value on the date they are banked and shall not increase in value nor accrue any roll up cost from future salary increases.

20.6: An employee shall be allowed to schedule furlough work days and receive compensatory time up to sixty (60) hours (not to exceed contractual maximums) at a rate of time and one-half. (Example: twelve (12) hours furlough work equals eighteen (18) hours compensatory time. Eight (8) hours furlough work equals twelve (12) hours compensatory time.

ARTICLE 21

FUNERAL LEAVE

21.1: A police officer shall be entitled to nine (9) calendar days per funeral to make preparation for and attend the funeral and burial of an immediate member of the officer's family within three hundred (300) miles of the City of Dearborn Heights. An immediate member of the

family for this purpose shall be deemed a husband, wife, children, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, foster parents, step father, step mother, step brothers and step sisters as well as step children and any persons living within the same household even if not related by blood or marriage. The officer shall also be entitled to five (5) calendar days for the funeral of grandparents-in-law or grandchildren if within three hundred (300) miles of the City of Dearborn Heights. One (1) additional calendar day for travel will be given for funerals over three hundred (300) miles. The additional time is subject to the approval of the Chief, and the Chief's refusal to grant the extension, is subject to the grievance procedure of this contract.

A police officer shall be entitled to one (1) calendar day to actually attend the funeral service for an aunt or uncle.

ARTICLE 22

SICK LEAVE

- 22.1: A sick leave day for the purpose of this Article shall mean a regular duty day.
- 22.2: As of July 1, 2009, each employee will accumulate one (1) sick day at the beginning of each month. On February 15 of each year thereafter, the excess sick days, above two hundred twenty-five (225); or that employee's contractual maximum, shall be paid off at a rate of 1/2 day's pay for each sick day.
- 22.3: A police officer shall be charged sick day time for regular duty days not worked because of illness.
- 22.4: All police officers in the bargaining unit who are injured or become ill in the line of duty as defined by the Workers' Compensation Act shall be carried on the City payroll at no loss of take-home pay for such officer's classification for a period not to exceed one year from date of injury. The employee shall continue to earn sick leave, vacation leave, longevity pay,

hospitalization, life insurance and shall have continuous service for seniority. A police officer shall receive uniform allowance at a pro-rated rate for months served on active duty prior to the date of such illness or injury. The employee shall not earn uniform allowance during the period of this special leave provided the employee shall not be docked for the first thirty (30) days of such leave. As a condition of continued receipt of the pay differential provided by this Section, any employee injured on the job, for whom any physician has declared to be totally disabled or for whom no precise date for return to work can be given by a physician for return to work, shall file for disability retirement under the Act 345 Retirement Plan and not later than such employee's sixth consecutive month of injury. As a further condition, such employee shall also file for a United States Government, Social Security Disability payment not later than such officer's fifth consecutive month of injury. Receipt of United States Social Security Administration disability benefits or disability retirement under the Act 345 Retirement Plan shall simultaneously and without more, terminate the obligations of this Section.

Retroactive United States Government Social Security Administration Disability payments covering any period for which the City made a differential payment shall be payable to the City to the extent of such differential paid and for the period of the benefit.

No employee under the provisions of this Section shall, in conjunction with the provisions of this Section, or any insurance plan or the income from any other source, be entitled to receive from the City more than 100% of the employee's actual wage loss. The term "physician" shall mean a medical doctor (M.D.) or doctor of osteopathy (D.O.).

- 22.5: When a police officer's employment terminates by reason of retirement or death, the employee or the employee's designated beneficiary (or if no beneficiary has been designated, then as provided by law), respectively shall be entitled to full pay for all accumulated sick days (to be paid in eight (8) hour increments). See Attachment "Designation of Beneficiary."
- 22.6: The City shall procure and maintain at its own expense an insurance policy providing for

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each employee for non-duty sickness or accidents, weekly benefits for twenty-six (26) weeks. The weekly short-term disability (STD) benefit level shall be sixty percent (60%) of the employee's weekly base salary (up to five hundred dollars (\$500) per week maximum). STD may only be used when an employee has a continuous, incapacitating serious health condition as certified by a physician. STD cannot be used for an intermittent leave or to care for a family member. Benefits begin on the eighth (8th) day of non-occupational injury or sicknesses after accumulated sick time and PTO has been exhausted. Medical leaves resulting from an employee's pregnancy shall entitle employees to paid leave for up to six (6) weeks in the case of a normal delivery, and up to eight (8) weeks for a Caesarean Section, or the length of time determined to be medically necessary as certified by the employee's physician. An employee is not eligible for holidays which may occur while he/she is receiving short-term disability payments. Additional sick leave and paid time off are not accrued during periods of short-term disability.

- 22.7: For reasons other than the above, a police officer shall be paid one-half ($\frac{1}{2}$) of accumulated eight (8) hour increment sick leave days upon severance of employment.
- 22.8: This City will provide each officer, on January 31st of each year, with a list setting forth the officer's accumulated sick and vacation time.
- 22.9: On February 15, 2009 and February 15th each year thereafter, at the employee's option, the City shall pay for earned sick days in excess over two hundred twenty-five (225) days at the rate of one-half ($\frac{1}{2}$) day's pay for each (eight hour increment) sick day.
- 22.10: Employees who attain maximum accumulation of sick days may, at their option, use or schedule off, with reasonable notice, the excess earned sick day per month without any recourse from the City provided the excess sick day accumulation does not fall below the maximum days earned nor cause overtime to be scheduled.

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22.11: Effective July 1, 2005, a police supervisor may use and shall be charged sick time for regular duty days not worked because of illness, injury or a scheduled medical or dental procedure or checkup. The City recognizes that sometimes a family member's illness or injury requires the employee's time and care. For that reason, the City allows police officers to use accrued sick time for the care of an eligible family member. If the time off is for the care of a family member with an illness, accrued sick time may be used for those family members in the following circumstances:

- The care of an eligible family member who is ill or injured
- Accompanying an eligible family member to a scheduled medical or dental procedure or checkup
- Attending an eligible family member who is hospitalized.

Medical and Dental Appointments:

Employee's need to make appropriate arrangements in advance with their supervisor. Accrued sick time may be used for scheduled medical and dental appointments.

Family member shall be defined as:

- Spouses (through statutory or common-law marriages) or any persons living within the same household even if not related by blood or law.
- Sons & Daughters (includes biological, adopted, or foster children, stepchildren, and legal wards under 18 years old). Children older than 18 are covered if they are unable to care for themselves due to disability.
- Parents (Biological, adoptive, step or foster parents, parents-in-law)

Effective July 1, 2005, each employee in the bargaining unit will be allowed to use twelve (12) sick days per year for purposes as set forth in this Article. These twelve (12) sick days can be used throughout the course of the annual year without penalty or incidence. If the

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employee uses more than twelve (12) sick days annually, "banked" sick time may be used in conjunction with this Article or in conformance with Article 59 provided the employee supplies the employer with written proof of illness or injury from a physician for said employee or persons covered in this Article. If employees meet these criteria, no "incident" shall be charged to them, nor shall this day be charged against the employee's twelve (12) "allowed" sick days per year, if the employee supplies the employer with prior documentation of on of the above reasons at least five (5) days in advance. The only exceptions to this rule are emergency situations and contractually approved absences such as bereavement leave, etc. Employees who fail to comply with the above requirements will be charged with an "incident". When an employee reaches his or her eleventh (11th) allowed sick day, the employee will receive a conference with the City to allow the City to remind the employee of this policy and its disciplinary implications. Any employee who exceeds the twelve (12) allowed sick days (excluding approved leaves) will be subject to the City's "no fault" attendance policy explained as follows:

- One (1) day = 1 incident

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

- 1 incident = written warning
- 2nd and subsequent incidents = progressive discipline.

When an employee has one (1) absence incident, the employee will receive a conference with the City in which the City will provide the employee an opportunity to explain their absence. The person will be given an opportunity to provide a credible written medical opinion (not a conclusory statement) by a medical doctor or a doctor of osteopathy as a medical explanation for such incident. This conference will also allow the City to once again explain this policy and its disciplinary implications in case of continued incidents. At this conference the City will either enforce or adjust the "no fault" incident policy at the City's sole discretion.

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

ARTICLE 23
INSURANCE

23.1: The City shall maintain, for each officer, life insurance coverage of Fifty Thousand Dollars (\$50,000) term life insurance coverage with an additional coverage of Fifty Thousand Dollars (\$50,000) for accidental death and for dismemberment. The City shall pay the premium cost for insurance coverage.

23.2: Police Officers who retire from the DHPSA bargaining unit after July 1, 2009, shall receive a ten thousand dollar (\$10,000) life insurance benefit payable to a beneficiary designated by the retired employee. The City shall pay the premium cost for such insurance coverage.

23.3 Healthcare Plan Options

A. For all active who are not enrolled in the DROP:

The City will provide full-time employees the ability to select health insurance coverage from at least four (4) PPO options. At least one of these options will be a PPO with in-network benefits including: a deductible of \$100 single, \$200 family; plan-paid coinsurance of 90%; coinsurance annual maximum of \$500 single, \$1,000 family; office visit copay of \$20; emergency room copay of \$150; and prescription drug copays of \$10 generic, \$40 brand formulary, and \$80 brand non-formulary. Mail order prescriptions will require two copays for a 90-day supply of medication.

1. One of the four (4) PPO options will also be a Health Savings Account qualified plan.

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2. The City is responsible for the design of the medical plan options not specified in Article 23 with the objective of giving employees a range of options that yield lower payroll deductions.
 3. All active employees will be required to share in the cost of their healthcare through the City in accordance with P.A. 152 as that Act is implemented by the City. In the event P.A. 152 is repealed, the City and the Union agree to open up the contract for negotiations as to health care, only. It is the intent of the City to adopt the hard cap starting January 1, 2018. If the City opts out of PA 152, an affected COAM member will not pay more than seven percent (7%) of his or her base wage.
 4. In the event a permanent full-time employee elects to waive coverage under the City's healthcare plan, they shall be compensated at \$2,000 per contract year if the alternative plan is not with the City. In the case of married City employees, whereby both are eligible to receive benefits, the employee who opts out of the insurance will receive \$1,000.
- B. For employees who enter the bargaining unit on or before July 1, 2017 and who enter DROP or retire:
1. Healthcare benefits while in the DROP and in retirement include a PPO with in-network benefits including: a deductible of \$100 single, \$200 family; plan-paid coinsurance of 90%; coinsurance annual maximum of \$500 single, \$1,000 family; office visit copay of \$20; emergency room copay of \$50; and prescription drug copays of \$0 generic and \$15 brand. Mail order prescriptions will require two copays for a 90-day supply of medication.
 2. Upon Medicare eligibility, retirees must enroll in Medicare Part A and Part B. A retiree shall be responsible for the costs associated with Medicare and will be responsible for any additional or increased participation costs imposed by the Medicare or other governmentally sponsored health-related programs affecting retirees. Retirees shall be subjected to any and all deductibles as required by

Medicare. Medicare-eligible retirees shall receive a Medicare Advantage plan or Medicare complementary coverage.

3. DROP participants shall be considered retired for healthcare purposes. A retiree's cost share contribution shall continue be up to one percent (1%) of retiree's Act 345 retirement benefit. If under current premium formula the cost share to retirees is less than one percent (1%), the retirees will pay the lesser amount until the cost sharing amount reaches one percent (1%) or more and then the one percent (1%) formula takes effect. Upon reaching the age of sixty-five (65) the member's Act 345 retirement benefit contribution as provided for in this section shall thereby be reduced to five-tenths percent (.5%). DROP participants may have this cost share deducted from his/her DROP account (the one percent (1%) formula shall not include any DROP interest which has accrued and shall still be based on the retiree's ACT 345 benefit only) or at the employee's (or designated beneficiary where applicable) option, this cost may be deducted from any further lump sum payout upon separation from employment or death.
 4. In the event a member elects waive coverage under the City's healthcare plan, they shall be compensated at \$2,000 per contract year if the alternative plan is not with the City. In the case of married City employees, whereby both are eligible to receive benefits, the employee who opts out of the insurance will receive \$1,000.
- C. For employees who were hired on or before April 13, 2011 and enter the bargaining unit after July 1, 2017:
1. Healthcare benefits and insurance premium cost share while in the DROP and in retirement shall be the same as the COAM member had at the time of retirement and/or DROP election until reaching Medicare age.
 2. Upon Medicare eligibility, retirees must enroll in Medicare Part A and Part B. A retiree shall be responsible for the costs associated with Medicare and will be responsible for any additional or increased participation costs imposed by the

Medicare or other governmentally sponsored health-related programs affecting retirees. Retirees shall be subjected to any and all deductibles as required by Medicare. Medicare-eligible retirees shall receive a Medicare Advantage plan or Medicare complementary coverage.

3. In the event a member elects to waive coverage under the City's healthcare plan, they shall be compensated at \$2,000 per contract year if the alternative plan is not with the City. In the case of married City employees, whereby both are eligible to receive benefits, the employee who opts out of the insurance will receive \$1,000.

D. For employees who hired into the City after April 13, 2011:

1. Healthcare benefits and insurance premium cost share while in the DROP shall be the same as the COAM member had at the time DROP election until one's termination from the DROP. In the event a DROP member elects to waive coverage under the City's healthcare plan, they shall be compensated at \$2,000 per contract year if the alternative plan is not with the City. In the case of married City employees, whereby both are eligible to receive benefits, the employee who opts out of the insurance will receive \$1,000.
2. The City shall not provide retiree healthcare insurance after separation from employment. The employee will contribute one percent (1%) base wage per pay period for eligible DHCOA members to the Medical Expense Reimbursement Trust (Section 115 Medical Expense Reimbursement Trust) in lieu of a Retiree Health Care benefit. This contribution will be withheld from the employee's pay throughout their tenure with the City, and the City remains responsible for investing the contribution into the trust. For purposes of this Section, the City and the Union agree that if any other Union agrees to an alternative health care cost savings method, this Section shall be opened for negotiation for modification or amendment at the request of either party.

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- E. Each child (who is related by birth, marriage, legal adoption, or legal guardianship) ceases to be covered upon reaching age 26 or as provided by federal law. Medically proven "Special needs" children shall remain covered regardless of age.
- F. Excluded from benefits coverage are maternity benefits for persons acting as surrogate Mothers.
- G. Whenever more than one family member is employed by the City, there shall be no duplicate health benefits coverage.
- H. As a matter of clarification, it is understood that retiree health insurance, other than duty disability retirement, is only provided for persons (and current spouses) that have 25 years of police service either through active police service or a combination of active police service and military time purchased prior to June 30, 1989. Eligible police service time will include an employee's entire past Dearborn Heights cadet service and/or prior police service and/or military service and/or service credits.
- I. Persons (and spouses as of the date of disability retirement) retired because of duty disability shall be entitled to the same health insurance as defined by stipulations outlined in Article B, C or D. The duty disability retiree or eligible spouse is entitled to receive a monthly retirement benefit from the Act 345 Retirement System.
- J. In the event that death results to a member in the line of duty or a member who becomes totally incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of that person's employment by the City and retired by the Board, the employee's surviving dependents shall have coverage as set forth in Article 23. Spouse ceases to be covered when he or she remarries.

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23.4 The City will maintain a dental plan providing the following benefit levels to active and DROP personnel:

Class I (preventative)	100% (\$2,500 annual maximum on Class I, II, and III)
Class II (restorative)	100% (\$2,500 annual maximum on Class I, II, and III)
Class III (major)	80% (\$2,500 annual maximum on Class I, II, and III)
Class IV (orthodontics)	75% (\$5,000 lifetime maximum) – no age limit

The City will maintain the same policy into retirement for any member hired on or before April 13, 2011.

23.5 The City will maintain a vision insurance plan that is or equivalent to Blue Cross Blue Shield - Blue Vision (12/12/12) – VSP. This benefit level includes: one eye exam per year, one pair of contact lenses per year, and pair of glasses per year. The City will maintain the same policy into retirement for any member hired on or before April 13, 2011.

23.6 The City shall not be required to cover the retiree who is covered under such other hospitalization plan which is equivalent or better or becomes covered while being covered under the City retiree plan, provided, however the coverage shall continue and shall not be terminated if the City is reimburse for said premiums within ninety (90) days after notifying the retiree of amount of premium due and said retiree's coverage shall remain in full force and effect. The City shall resume payments on behalf of the retiree when such other hospital plan ceases. The retiree's coverage shall not be changed to include any other persons being covered under medical, dental or vision benefits after the retiree's separation from employment. The City shall not be required to cover a retiree or cover retiree family member who is eligible to be covered under another health care plan. Should the retiree, once having the retiree's benefits terminated, cease to be covered by another plan, the retiree may be reinstated by filing a written application for such coverage to be reinstated pursuant to this agreement (if the retiree meets eligibility requirements). The City shall resume coverage on

- behalf of an otherwise eligible retiree or family member when such other coverage ceases to be eligible.
- 23.7 All benefits shall be subject to standard preprinted provisions set forth in the policy or policies.
- 23.8 When employment is interrupted by layoff, discharge, quit, strike, retirement, leave of absence (except those covered under Article 11, Section 3 (a)) or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is sooner.
- 23.9 The Employer shall have no obligations to duplicate any benefit an employee receives under any other policy or with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage provided by the Employer herein a party.
- 23.10 Should the City be obligated by law to contribute to a governmentally sponsored insurance program, state, national or otherwise, which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage; to escape such double coverage, the City shall be permitted to cancel benefits or policies which duplicate compulsory governmentally sponsored insurance programs; provided, however, the City agrees to maintain the benefit level established by this Agreement supplementing compulsory policies if necessary.
- 23.11 The City shall be permitted to select and reselect the insurance carrier for any insurance required by this Article provided that substantially equivalent benefit levels are maintained, it

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being understood that different insurance carriers may not offer identical policies. For purposes of determining equivalency of the package, the package will be submitted to a mutually agreeable insurance consultant.

- 23.12 The City reserves the right to subrogation and recovery of amounts paid by the City, or its health insurance plans, on behalf of a person covered by a City health insurance plan(s) because of an injury in which the person covered by the City's health insurance plan is entitled to recovery or is paid damages by another party.
- 23.13 No health insurance plan of the City in conjunction with any other group health plan or plan or plans without limit as to source or nature shall be construed so as to require payment of more than 100% of the employee's or retiree's actual loss.
- 23.14 The City shall provide liability insurance with no deductible charged to the officer. Policy limits, deductibles and carrier shall be at the discretion of the City.

ARTICLE 24

PERSONAL LEAVE DAYS

- 24.1: Each police officer shall be entitled to five (5) personal leave days per year and no reason need be given.
- If a personal leave day is requested six (6) days or less in advance and granted, it shall not be revoked.
- If any request for personal leave days is not granted, the decision may be appealed verbally to the Chief of Police and then to the Mayor or designated representative.
- A personal leave day may not be unreasonably withheld. Having to call in another officer on overtime for replacement is not sufficient reason alone for denial.
- If there is a conflict between two (2) or more officers in request for personal leave days, seniority shall prevail if requests are made within a twenty-four (24) hour period.

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

The personal leave days for a police officer entering the DHPSA will be prorated only for the calendar year that they entered.

ARTICLE 25

RETIREMENT AND PENSIONS

25.1:

A. Effective for all bargaining unit members retiring on or after July 1, 2005 and subject to sub-section (B) of this section, the member shall be entitled to a pension, pursuant to Public Act 345 payable throughout the member's life of two and eight-tenths percent (2.8%) per year of the member's average final compensation. Upon reaching twenty-five (25) years of service, an additional five percent (5%) shall be added to equal seventy-five percent (75%) with a one and one half percent (1.5%) increase per year thereafter up to (30) thirty years.

This shall commence from the officer's date of hire as a police officer including any/all purchased or credited eligible time without regard to age.

25.2: Effective July 1, 2009, in accordance with Section 6(f) (MCLA 38.556 (f)) average final compensation will be taken from the average of the three (3) years of highest annual compensation received during all of the years of service. The provisions of Section 1 (b) above shall also apply to this Section 2 (a).

A.

1. For persons who are active members of this bargaining unit or for future members who were hired into the City of Dearborn Heights on or before July 1, 2011, at the employee's option, a credit amount (at the prevailing hourly rate of pay) of up to one hundred twenty-five (125) unused sick days (in eight hour increments or 1000 hours) may be included into the F.A.C. but not paid out. A credit amount (at the prevailing hourly rate of pay) of up to

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two hundred-forty (240) hours of unused compensatory time and a credit amount (at the prevailing hourly rate of pay) of up to two hundred forty-four (244) hours of unused furlough time may be included into the F.A.C. and shall be paid out in accordance with Section 25.3.

2. Persons hired into the City of Dearborn Heights on or after July 1, 2011, shall not be entitled to include any credited amount of unused sick days, compensatory time and/or furlough time into the F.A.C.

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

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

Persons entering the deferred retirement option plan (DROP) may at their option carry over any or all accumulated sick (up to twenty-five (25) days), vacation and compensatory time. The lump sum distribution annual installment payment on this balance would then commence with such person's first day of separation from the DROP.

25.4: Effective July 1, 2001, the employees' Act 345 contribution shall be reduced from five and one-half percent (5.5%) to four and one-half percent (4.5%). Effective July 1, 2003, the employees' Act 345 contribution shall be reduced from four and one-half percent (4.5%) to three and three-quarters percent (3.75%). Effective July 1, 2004, the employees' Act 345 contribution shall be reduced from three and three-quarters percent (3.75%) to three percent (3%).

25.5: Effective July 1, 1997, an employee shall have the right to receive a partial or total refund of his or her accumulated contributions (without interest) at the time of the employee's retirement. This refund will not be subject to the distribution provisions of Section 3 of this Article. If an employee makes such an election, the employee's retirement allowance shall be reduced proportionately. The document entitled "Factors to Compute Reduction in Monthly Retirement Allowance Applicable to Withdrawals Made at Retirement" will be attached as Addendum C to this contract. The Factor will be based upon the G83 Male Mortality Table with an interest rate based upon the PBGC Interest rate in effect on July 1 of each year. The parties agree to submit an informational revision to Addendum C each year, after July 1, based on the new PBGC Interest rate; however, the parties agree that they will not alter their reliance on the G83 Male Mortality Table or the PBCG Interest Rate during the life of this contract.

25.6

A. Retiree Supplementary Benefit: Effective for employees retiring on and after July 1, 2001, there shall be paid an annual retiree bonus subject to the terms of this provision. The annual retiree bonus shall be paid on or about October 1 of each year. To be eligible to receive the annual retiree bonus, the employee must have retired a minimum of five (5) complete plan years prior to the July 1 date immediately preceding the October 1 bonus payment date. (A plan year is July 1 through June 30). Unless there are insufficient funds to pay any annual retiree bonus (see C below) or unless the annual retiree bonus is to be prorated due to insufficient funds (see C below) the annual retiree bonus paid each October to the retiree (or his or her survivor beneficiary) shall be equal to one-twelfth (1/12) of the total pension benefit payments paid to the retiree (or his or her survivor beneficiary) during the one-year period of July 1-June 30 immediately preceding the October 1 bonus payment date.

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- B. The annual retiree bonus will be based on "excess earnings" as described herein. An internal "Police Officer Retiree Bonus Fund" (hereinafter "Fund") shall be set up within the Act 345 Firefighter and Police Plan Trust (hereinafter "Act 345 Plan"). The Fund will initially be established by no later than October 1, 2001, with an initial contribution amount equal to five (5) times the average total monthly pension benefit payments paid to all Police Officer retirees during the one-year period of July 1, 1999 - June 30, 2000 as reported in the July 1, 2001, actuarial valuation report (i.e., the initial contribution amount shall be the total pension benefit payments paid to all Police Officer retirees from July 1, 1999 - June 30, 2000, divided by twelve (12), with the result then multiplied by five (5)). All annual retiree bonuses will be paid from this internal Fund, assuming it has sufficient funds (see below). Annually, the Fund will be credited with earnings/losses, based on the actual average principal equal to the estimated market rate of return presented in the most recent actuarial valuation for the Act 345 Plan. In addition, annual contributions shall be made to the Fund each October 1 (commencing October 1, 2001,) provided that the Act 345 Plan's estimated market rate of return for that year, as reported in the most recent actuarial valuation for the Act 345 Plan, is greater than nine (9.0%) percent. The total potential annual contribution to all retiree bonus funds in the Act 345 Plan will be equal to earnings above nine (9.0%) percent to a maximum of ten (10.0%) percent, based on the estimated market rate of return reported in the most recent actuarial valuation for the Act 345 Plan. That is, the total annual contribution amount shall be a maximum of one (1.0%) percent of total Act 345 Plan investment earnings, and that total annual contribution amount shall be allocated among all retiree bonus funds within the Act 345 Plan in any plan year. The amount of potential contribution to be allocated to the Police Officer Retiree Bonus Fund will be the total annual contribution amount prorated based on the total actuarial accrued liability for all Police Officer participants in the Act 345 Plan in relationship to the total actuarial liability for all participants in the Act 345 Plan, as set forth in the most

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recent actuarial valuation for the Act 345 Plan. In addition to the foregoing, the annual contribution to any retiree bonus fund in the Act 345 Plan in any plan year shall in no event cause the retiree bonus fund to have a fund balance in excess of ten (10) times the total average monthly pension benefit payments paid in the previous plan year to retirees covered by that retiree bonus fund (i.e. total monthly pension benefit payments made to retirees covered by that retiree bonus fund during the immediately preceding July 1 - June 30 plan year period divided by twelve (12), and the result multiplied by ten (10).

- C. Should the Police Officer Retiree Bonus be made available to Police Officer retirees who retired prior to July 1, 2001, and in the event the Police Officer Retiree Bonus Fund in any particular year lacks sufficient funds to pay a full annual retiree bonus to all eligible Police Officer retirees, then a full annual bonus will be paid only to those eligible Police Officer retirees who retired on or after July 1, 2001. Further, should the Police Officer Retiree Bonus Fund in any particular year lack sufficient funds to pay a full annual retiree bonus to those eligible Police Officer retirees who retired on or after July 1, 2001, then to the extent there are sufficient funds to do so, a reduced annual retiree bonus shall be paid to those eligible Police Officer retirees who retired on or after July 1, 2001, on a pro-rata basis. Any such determination of insufficient funds must be made and certified by the Act 345 Plan's actuary.

25.7: **Duty Disability.**

The City shall provide health care benefits for the surviving spouse and children under 19 years of age for a duty disability retiree who dies prior to attaining normal retirement age. If a duty disability retiree dies prior to attaining normal retirement age, his pension shall be paid to his surviving spouse.

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25.8:

- A. An employee shall receive additional service credit of up to twenty-four (24) months for past police cadet service prior to promotion to a sworn police officer with the City at no cost to the employee.
- B. Employees are also permitted to purchase up to thirty-six (36) months of past police and active military service prior to employment as a sworn police officer with the City or any combination of past cadet, police and/or military time not to exceed thirty-six (36) months. It is understood and agreed by both parties that with the exception of past cadet service, the first twenty-four (24) months of time shall be paid by the employee at four percent (4%) of employee's base wage as provided in Article 16. For those employees (including past police cadets) opting to purchase an additional twelve (12) months of previous time, the cost per employee shall be five percent (5%) of employee's base wage as provided in Article 16. Employees may use earned time, personal funds, payroll deduction or transfer funds from other retirement accounts as permitted by the IRS. Employees wishing to purchase any past time must enroll in the buyback program by June 30, 2007.
- C. Effective July 1, 2009, any current or future employee is also permitted to purchase a combined maximum of up to sixty (60) months service credits. The cost per employee shall be five percent (5%) of the employee's base wage as provided in Article 16 for the first forty-eight (48) months. The additional twelve (12) months must be purchased at the cost of twenty four and one-half percent (24.5%) of the employee's base wage. An employee may use any earned time, personal funds, payroll deduction or transfer funds from other retirement accounts as permitted by the IRS. Employees wishing to purchase any past time must enroll in the buyback program by December 31, 2010.

25.9 Deferred Retirement Option Plan (DROP)

A. OVERVIEW

Effective January 11, 2007, any Employee who is a member of the City of Dearborn Heights Police and Fire Act 345 Retirement System may at any time voluntarily elect to participate in the City of Dearborn Heights Police and Fire Retirement System Deferred Retirement Option Plan (hereinafter "DROP") after attaining the minimum requirements for a full, unreduced normal service retirement/pension or as provided for in their respective bargaining agreement or any such Employee who has attained twenty five (25) years of service credit. DROP Participation for the Chiefs and Deputy Chiefs of the Police and Fire Departments is granted in accordance with Section 6(d) of Public Act 345 of 1937, as amended.

Upon commencement of DROP participation, the Participant's DROP Benefit shall be the dollar amount of the Employee's monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the particular DROP date. During participation in the DROP, the Participant continues with full employment status, receives all future promotions and benefit/wage increases, and is considered an employee of the City of Dearborn Heights.

The Participant's DROP Benefit shall be credited monthly to the Participant's DROP Account which shall be established within the City of Dearborn Heights Police and Fire Retirement System (the "Police and Fire Retirement System"). The Participant's DROP Account shall be maintained and managed by the Board of Trustees of the Police and Fire Retirement System (the "Retirement Board"). Upon termination of employment, the Participant shall retire and will begin to receive payment(s) from his/her individual DROP Account as described herein. The DROP payment(s) are in addition to all other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of participation in the DROP. The City of Dearborn Heights shall no

longer pay for tuition and textbooks for a member taking courses after he or she enter into the DROP. Members who are currently enrolled in an educational program and in the DROP as of July 1, 2016 shall be entitled to continue and complete the program and be reimbursed.

B. PARTICIPATION PERIOD

The maximum period for participation in the DROP is eighty-four (84) months (the "Participation Period") after which time the employee shall terminate employment with the City. There is no minimum time period for participation.

Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to their DROP Account and shall be eligible for distribution of their DROP Account Balance in accordance with Section I herein.

C. ELECTION TO PARTICIPATE

Once commenced, participation in the DROP program is IRREVOCABLE (except as specifically provided in Subsection L herein). An Employee who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the Retirement Board. The Retirement Board shall review the application within a reasonable time period and make a determination as to the Employee's eligibility for participation in the DROP. On the Employee's effective DROP Date, he or she shall become a DROP Participant and shall cease to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the Participant's DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants (except as specifically provided in Subsection L).

Except with regard to the retirement benefits expressly provided herein, DROP

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Participants will continue with full employment status with all rights and privileges afforded to employees of the Police and Fire Departments, in the appropriate case, and this applicable bargaining unit, including, but not limited to, future promotions, benefit/wage increases, union membership and representation, as well as, retirement system membership and Board representation.

A Police Officer employee who qualifies for DROP Participation on January 11, 2007 will have a period of six months thereafter to file a written "Back DROP" election. (i.e., July 11, 2007).

"Back Drop" eligible employees are any employee who has attained excess of the minimum of (25) years of service credit. Employees who elect the "Back DROP" will have their DROP Benefit calculated in accordance with Exhibit A. Upon the expiration of this six month period (February 21, 2008, Employee's will no longer have the option to "Back DROP" and will be governed by the eligibility requirements as provided for in this document.

After an eligible Employee attains thirty (30) years of service credit, the allowed DROP Participation Period for that Employee will be reduced by one month of DROP Participation for every month beyond thirty (30) years of service credit that the Employee delays making a DROP enrollment election.

D. DROP BENEFIT

The Participant's DROP Benefit shall be the regular monthly retirement benefit to which the Employee would have been entitled if the Employee had actually terminated employment and retired on the DROP Date (less the annuity withdrawal reduction as set forth in Subsection E and/or actuarial reductions as a result of the Employee electing an Optional form of benefit under the Plan, if applicable).

The Participant's DROP Benefit shall be credited monthly to the Participant's individual DROP Account. A DROP Participant may at the time of DROP Election elect to receive his or her benefit in the form of the Current Pension Plan's Option I or Option

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II Benefit and nominate a named beneficiary in accordance with the Police and Fire Retirement System provisions.

The term "spouse" for purposes of benefit qualification of DROP Participants, shall mean: (1) the person to whom the Participant was legally married on the Participant's date of death if such death occurs during DROP Participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of DROP Participation and the retiree's date of death provided such death occurs after termination of DROP Participation. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL §38.1701 et seq.).

E. REFUND OF RETIREMENT CONTRIBUTIONS

An Employee who elects to participate in the DROP (and correspondingly, ceases to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System) may elect the Refund of Retirement Contributions Option provided by their respective Collective Bargaining Agreements at the time of electing DROP participation. This Option and all other retirement options under the Police and Fire Retirement System which are available to Retirement System Members shall only be available to the DROP Participant at such time as he or she elects DROP Participation and not thereafter.

The Refund of Retirement Contributions Option election shall be made commensurate with the Participant's DROP election, but not thereafter, and the Refund amount at time of DROP will be utilized to compute the actuarial reduction of the Participant's DROP Benefit, as well as the Employee's monthly retirement benefit from the Police and Fire Retirement System after termination of employment. The Refund amount (accumulated contributions) shall be withdrawn from the Police and Fire Retirement System at the time of DROP Enrollment and subject to withdrawal by a DROP Participant at the time

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of DROP Election.

DROP Participants who do not elect the Annuity Withdrawal Option shall have their full unreduced benefit credited to their DROP Account.

At the time of the Refund of Retirement Contributions Option election, if an Employee is electing a straight life form of benefit with no qualifying spouse, the Refund reduction computation is based in part upon the actuarial life expectancy of the Employee (rather than the life expectancies of both the Employee and qualified spouse). There shall be no adjustments to the benefits payable to the DROP participant/retiree upon the subsequent marriage of a qualifying spouse during the Employees participation in the DROP. In the event such spouse (i.e. qualified after calculation of the Refund election), subsequently qualifies for benefits payable by the Police and Fire Retirement System, said benefits shall not be adjusted based upon the Employee's Refund of Retirement Contributions election.

F. LUMP SUM DISTRIBUTION OF ACCUMULATED LEAVE TIME

Sick Day Bank.

At the time of DROP election, an Employee may elect to place up to the contractually agreed upon sick days into the Employee's Final Average Compensation.

Any excess sick days and/or furlough at time of DROP enrollment will be distributed in accordance with the Employee's respective Collective Bargaining Agreement.

An Employee may elect to "roll-over" up to twenty-five (25) sick days into his/her DROP Sick Day Bank. With the maximum earned Sick Day Bank correspondingly increased. (i.e. If an employee elects to "roll-over" 10 sick days, then his/her Sick Day Bank maximum will increase to 94 sick days) (When an Employee begins DROP Participation, the Employee will earn a lump sum of twelve (12) sick days to start (which will be prorated should the Employee terminate DROP Participation prior to completing the first year of DROP Participation), and may accrue a maximum of 84 sick days for Police Officer Employees (to be credited at one per month after completing the first 12

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months of DROP Participation) until termination of employment. These sick days will be paid out at the prevailing hourly rate of pay in (8) hour increments and distributed in a lump sum. For those DROP Participants covered by the DHPOA Collective Bargaining Agreement, the 13th bonus sick day will be paid at the rate of twelve (12) hours compensatory time and added to the Employee's compensatory time bank on January 1st of each year. (DROP Participants only)

Compensatory Time.

At the time of DROP election, the contractually agreed upon compensatory time shall be paid out at the prevailing hourly rate of pay and shall be included in the computation of the employee's Final Average Compensation.

Any excess remaining compensatory time shall be carried forward and rolled into the Employee's DROP compensatory time bank. Upon termination from employment compensatory time shall be paid out in a lump sum but will not be included in the calculation of Final Average Compensation.

Furlough Accumulation.

Any additional unused furlough time shall be paid out in a lump sum at time of termination of employment but will not be included in the calculation of Final Average Compensation.

G. DROP ACCOUNTS

For each DROP Participant, an individual DROP Account shall be created in which shall be accumulated at DROP Interest, the Participant's DROP Benefits. All individual DROP Accounts shall be maintained for the benefit of each DROP Participant and will be managed by the Police and Fire Retirement Board in the same manner as the funds of the Police and Fire Retirement System. DROP Interest for each DROP Participant shall be five percent (5%) per annum and credited quarterly. The Retirement Board shall provide each participant with an annual statement of their account activity. The reference to individual DROP Accounts shall be interpreted to refer to the accounting

records of the Police and Fire Retirement System and not to the actual segregation of moneys in the funds of the Police and Fire Retirement System. At the Employee's request, one additional statement per year may be provided to the Employee.

H. CONTRIBUTIONS

Employee's contributions to the Police and Fire Retirement System shall cease during DROP Participation for each Employee entering the DROP.

I. DISTRIBUTION OF DROP FUNDS

Upon termination of employment, the former DROP Participant must choose one, or a consistent combination of, the following distribution methods to receive payment(s) from his or her individual DROP Account:

1. A total lump sum distribution to the recipient.
2. A partial lump sum distribution to the recipient.
3. A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures.
4. An annuity payable for the life of the recipient.
5. An optional form of annuity as established by Public Act 345 of 1937, as amended.
6. A monthly distribution to the recipient.
7. No distribution, in which case the accumulated balance shall remain in the Plan to the extent allowed by federal law.

After termination of DROP Participation, an individual's DROP Account will be credited annually with interest based upon the greater of: (1) five and one-half percent (5.5%) per annum, or (2) one-half (1/2) of the market rate of return earned by the Police and Fire Retirement System in the prior calendar year.

A former Participant may change their distribution method as may be applicable no more than once per annum prior to June 30th of each year in accordance with such

procedures and time guidelines as adopted by the Retirement Board.

A former Participant may elect a total lump sum distribution of any remaining balance in their DROP Account at any time after termination of employment which will be paid within 90 days after receiving the member's request. All benefit payments under the Plan shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the April 1 following the later of:

The calendar year in which the Member attains age 70 ½, or

The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 [or such other amount as provided in Internal Revenue Code Section 411(a)(11)(A)], then the Retirement Board, in its sole discretion, shall have the option of distributing the former Participant's entire account, in the form of a lump sum, to the Former Participant.

Any and all distributions from Participant's DROP Account shall not be subject to offset by any workers' compensation wage loss payments received by the Participant, including any redemption amounts.

Any eligibility for receipt of a post-retirement benefit improvement (a/k/a "13th check") shall be made at time of enrollment in DROP.

J. DEATH DURING DROP PARTICIPATION

Except as otherwise provided in Subsection I, if an Employee participating in the DROP dies either: (i) before full retirement (i.e., before termination of service); or (ii) during full retirement (i.e., after termination of service) but before the DROP account balance has been fully paid out, the Participant's designated beneficiary(ies) shall receive the remaining balance in the Participant's DROP Account in the manner in which they

elect from the previously mentioned distribution methods (Subsection I). In the event the Participant has failed to name a beneficiary, the account balance shall be payable to the Participant's beneficiary of benefits from the Police and Fire Retirement System. If there is no such beneficiary, the account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Police and Fire Retirement System shall be determined as though the DROP Participant had separated from service on the day prior to the Participant's date of death.

K. DISABILITY DURING DROP PARTICIPATION

Except as otherwise provided in Subsection L, in the event a DROP Participant becomes totally and permanently disabled from further performance of duty as a Police Officer or Fire Fighter in the appropriate case, in accordance with the provisions of the Police and Fire Retirement System, the Participant's participation in the DROP shall cease and the member shall receive such benefits as if the member had retired and terminated employment during the Participation Period. Application and determination of disability shall be conducted in accordance with the Police and Fire Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Police and Fire Retirement System, except as specifically provided in Subsection L. DROP Members who are off of work on Worker's Compensation for over 1 full year shall terminate employment.

L. SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH

A DROP Participant who is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the Employee's employment with the City, may retroactively revoke the Participant's DROP election if the revocation occurs before the

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payment of a distribution to the Employee from the Participant's DROP account or before payment of disability or retirement benefits to the Employee from the Retirement System. If a DROP Participant dies in the line of duty while in the employ of the City, the DROP Participant's eligible survivors (i.e., survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the Participant's applicable Collective Bargaining Agreement) and the Participant's eligible DROP beneficiary(ies) may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs before payment of a distribution from the Participant's DROP account or payment of benefits from the Police and Fire Retirement System. If a DROP election revocation is made as prescribed by this Subsection, the Participant's DROP Account is not distributed, and the Participant or the Participant's beneficiary(ies), as applicable, is entitled to all benefits provided by the Police and Fire Retirement System as if a DROP election had not been made.

In the event of revocation of DROP participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the Employee to the Retirement System and the Employee shall receive service credit for all service rendered during DROP participation or as otherwise provided in the applicable Collective Bargaining Agreement.

M. INTERNAL REVENUE SERVICE COMPLIANCE

The Internal Revenue Service has accepted the DROP concept because the Employee/DROP Participant does not have either actual or constructive receipt of the DROP payments (while still employed), and the Employee ceases to accumulate additional credit toward retirement benefits once DROP Participation commences. The DROP is intended to operate in accordance with Section 415 of the Internal Revenue Code, as amended, as well as with any other applicable laws and regulations, state of Michigan or federal. In the event the Board of Trustees finds any DROP provision to be in violation of any applicable law, that provision shall be null and void and the

remaining DROP provisions shall constitute the terms of the DROP.

The City of Dearborn Heights Police and Fire Retirement System consists of a defined benefit plan. The DROP Account shall be established as part of the defined benefit plan of the Retirement System or such other plan as the Retirement Board and the Union's shall agree upon (i.e., I.R.C. section 415(m) benefit plan) after consultation with appropriate legal counsel.

N. DROP COST

The City and those applicable Collective Bargaining Associations which agree to adopt the DROP Program intend for the DROP Program to be essentially cost neutral (i.e., \pm 0.2% of covered payroll). The parties recognize the complexity in estimating the actuarial cost impact of the DROP on the Police and Fire Retirement System. Accordingly, after a 10 year period from the establishment of the DROP, the Retirement Board will direct that the Retirement System's Actuary to conduct an evaluation as to the cost impact of the DROP on the Retirement System. In the event that the actuary determines that the DROP has had a positive cost to the Retirement System (i.e., $>$.2% of covered payroll), the DROP shall be amended in such manner, as recommended by the Actuary and approved by the parties, to result in an essentially cost neutral program. Subsequent amendments to the DROP will not impact DROP Participants.

In the event that the City determines that the DROP has had a positive cost to the City, the DROP shall be amended and approved by the parties. Dearborn Heights Police and Fire Act 345 Retirement System members currently covered by their respective bargaining agreement upon ratification of this document, (January 11, 2007) shall be exempt from any future amendments (unless mutually agreed upon by both parties) and will be governed under the current terms and conditions of this document.

The City of Dearborn Heights disclaims any and all responsibility for any tax implications that may affect a DROP Participant. The City recommends that each Employee consult with a professional tax advisor, certified professional accountant, or

other such individual capable of providing tax advice.

O. HEALTH CARE

DROP Participants shall be eligible for the health care coverage provided to retirees in accordance with their respective Collective Bargaining Agreements.

During the participant's enrollment in DROP, the City will provide and be responsible for the costs of health care coverage for any additional qualified persons added to the participant's health care plan during enrollment in DROP. This health care coverage for qualified persons added during DROP participation shall cease upon termination from DROP and leaving employment.

ARTICLE 26
MISCELLANEOUS PROVISIONS

- 26.1: In the event that this Agreement is not resolved prior to the expiration of the fiscal year, then any economic benefits agreed upon when the contract is settled shall be retroactive to the beginning of the fiscal year.
- 26.2: If any Article or Section of this Agreement or an appendixes or supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- 26.3: All letters of understanding shall expire with the term of the Agreement during which negotiated unless specifically incorporated into the Agreement.

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- 26.4: Whenever used in this Agreement the term "Physician" shall mean a medical doctor (M.D.) or doctor of osteopathy (D.O.) and such physician's statement concerning disability shall include:
- (1) Patient's illness
 - (2) How and why the illness disabled the patient
 - (3) The period of expected disability including the start and estimated return to work date.
- 26.5: Notwithstanding anything in this Agreement to the contrary, the City may, in its discretion, institute the Public-Safety Officer concept of police and fire service.
- 26.6: For a police officer who retires under Public Act 345 on or after July 1, 2001, the City shall provide that police officer with the same or equivalent optical and dental coverage as active bargaining unit members.
- 26.7: The City shall provide and maintain all issued equipment so that it is safe for use at all times by police personnel.
- 26.8: The parties agree that during the course of this agreement the following issues will be kept open for negotiations until such time as the parties come to an agreement:
- Annuity Withdrawal without Penalty
- The language will then become implemented and included into the collective bargaining agreement unless both parties agree to terminate negotiations on these issues.
- 26.9: Effective July 1, 2005 Command Officers will be compensated at the rate of one percent (1%) of maximum base wage in 2005, One percent (1%) in 2006 and two percent (2%) in 2007 and every year thereafter. This Senior Command compensation shall be paid in a lump sum on or before the 1st day of October of each year. Senior Command pay shall be computed at a percentage of each member's maximum base salary.

- A. The City and the Union agree that members entering into the City on or after April 13, 2011 shall not be entitled to a Senior Command Pay. For purposes of this Section, the City and the Union agree that if any other union agrees to an alternative Senior Command Pay savings method, this Section shall be opened for negotiation for modification or amendment at the request of either party.

ARTICLE 27
RESIDENCY

- 27.1: After fifteen (15) years of actual departmental service, without regard to a member's age, a bargaining unit member need not be a resident of the City of Dearborn Heights. It is understood that actual departmental service does not include military time. If Legislation regarding Residency is enacted which would improve this residency provision for any member, such legislation shall immediately supersede the Residency provisions of this agreement.
- 27.2: The positions of Deputy Chief and Chief must be filled by residents of the City of Dearborn Heights. Nonresident eligible applicants may write for the position of Deputy Chief provided that if a non-resident applicant is the first-eligible person for promotion, and should such person accept promotion, such person must become a resident within 180 days of appointment.

ARTICLE 28
HOURS

- 28.1: Road patrol shifts shall be of four (4) month duration or any other duration as agreed upon, and the number of shifts and their hours shall be mutually agreed upon by both the City and the DHPSA. Shift start/finish times will be in conformance with Article XXVIII, Section 28.1. Any modifications shall also be mutually agreed upon by both parties on a limited shift cycle to cycle basis with thirty (30) day notice to the other party.

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While on a twelve (12) hour 2 on-3 off / 2 on-2 off shift schedule, the working day will consist of shifts of twelve (12) hours each. The day and night shift shall begin at 6:30 am and 6:30 pm respectively. Shifts shall be determined on a rank and seniority basis.

While assigned to twelve (12) hour shift schedule, employees will be assigned to work a seven (7) out of fourteen (14) day schedule. The additional eight (8) hours per month scheduled will be paid at time and one-half for a total of twelve (12) hours per month and will be added into the employee's compensatory time bank at a rate of six (6) hours per pay period. All other hours in excess of that described above shall be paid under the overtime provisions as described in the contract. However, except in an emergency, no one will be scheduled to work more than fourteen (14) consecutive hours.

If an officer transitions from one shift/slot to another, the hours worked within the current cycle will be handled at the Uniform Division Captain's level. However, in no case shall an employee be required to work more or less hours within the scheduled cycle the employee was transferred from.

In the month of January 2006 and every January thereafter, employees on the twelve (12) hour shift schedule will be eligible to transfer/bump from one shift/slot to another by seniority for that year.

28.2: Road patrol shifts shall be selected by seniority with the exception that probationary sergeants shall be assigned by the City, in the City's discretion, for a period of their probationary period. During the twelve (12) hour shift schedule, road patrol shifts shall be selected by seniority with the exception that probationary sergeants shall be assigned by the City, in the City's discretion, for a period of their probationary phase only.

28.3: All shifts shall be eight (8) or twelve (12) straight hours.

28.4: **Work Schedules.**

The work schedule shall be posted at least thirty (30) days in advance of the start of the new schedule where possible. Subject to departmental manpower requirements police officers

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shall be permitted to voluntarily trade work or leave days. Employees shall be assigned to permanent shifts for a period of four (4) months or any other agreeable terms. Personnel will be on either an eight (8) or twelve (12) hour schedule or as mutually agreed upon by both parties.

- 28.5: Agreement of the City and the majority vote of the union can amend the work schedule at any time.
- 28.6: If an officer is going to be absent (vacation, illness, etc.) during the shift selection period, it shall be his/her responsibility to make his/her Division Captain aware of his/her shift preference. Failure to do so will result in the officer being assigned at the Chief's discretion.
- 28.7: Officers shall receive overtime pay at the rate of time and one-half for all time spent in mandatory training in excess of eight (8) hours. For purposes of a twelve (12) hour schedule, training scheduled eight (8) hours or more shall be considered a full work day. Training scheduled less than eight (8) hours, the officer will be required to return to normal duty upon returning to the station. Training in excess of twelve (12) hours will be paid at the rate of time and one-half overtime.
- 28.8: The work schedule for employees shall be either an eight (8) hour work day or twelve (12) hour work day or any other agreeable schedule.
- 28.9: For purposes of an eight (8) hour work schedule, employees assigned to work shifts that run consecutive for six (6) work days shall be paid overtime for any days worked thereafter until the employee is off two (2) days, unless requested by an employee, then such employee waives any overtime. For purposes of a twelve (12) hour schedule, employees assigned to work shifts that run consecutive for three (3) work days shall be paid overtime for any days worked thereafter until the employee is off two (2) days, unless requested by a police officer, then such officer waives any overtime.

28.10: No bargaining unit member shall be permitted to work more than sixteen (16) consecutive hours without approval of the Division Captain.

28.11: Roll Call shall be considered work time of the regular eight (8) or twelve (12) hour shift.

28.12: Road Patrol Division minimum personnel standards shall be as follows:

Eight (8) Hour:

(0630-1430) 3 supervisors / 2 supervisors to maintain the shift

(1430-2230) 3 supervisors / 2 supervisors to maintain the shift

(2230-0630) 3 supervisors / 2 supervisors to maintain the shift

Twelve (12) Hour:

(0630-1830) 3 supervisors / 2 supervisors to maintain the shift

(1830-0630) 3 supervisors / 2 supervisors to maintain the shift

One (1) supervisor shall be allowed furlough per platoon per shift.

ARTICLE 29

EDUCATION

29.1: The City of Dearborn Heights, upon written application, will pay for tuition and textbooks for police officers taking courses offered in a recognized degree awarding Police Administration curriculum subject to the conditions hereinafter set forth and upon completion of a semester where a grade of "C" average or better is maintained in that semester. The police officer must pass the courses with a credit and receipts have to be furnished upon completion in order to be reimbursed. Certificates or diplomas received shall become a part of the Police Officer's Civil Service Personnel Jacket.

A. The courses taken must relate directly to police work or be a part of a recognized Police Administration Degree Curriculum.

- B. Grants or scholarships by the Federal Government, State Government, college or other sources shall be turned over to the City or deducted from the City reimbursement program.
- C. Employees claiming reimbursement must prove and sign they paid the amount sought reimbursed for either books or tuition.

29.2: Officers shall not be obligated to seek City reimbursement for tuition or books and may elect to secure an education completely at their own expense. Officers not seeking reimbursement for tuition or books shall not be subject to the provisions of Section 1 above.

29.3: The City of Dearborn Heights shall no longer pay for tuition and textbooks for a member taking courses after he or she enter into the DROP. Members who are currently enrolled in an educational program and in the DROP as of July 1, 2016 shall be entitled to continue and complete the program and be reimbursed.

ARTICLE 30

PHYSICAL ASSESSMENT

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

30.2: Tests may be conducted on City premises or at an off-site facility. The testing agency will be selected by the City in its discretion provided that agency is advised of its responsibility to

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

ARTICLE 31

JURY DUTY

31.1: Bargaining unit members who are called to serve upon a jury shall be assigned to the day shift for the day(s) for which they are obligated to report for jury duty. At the conclusion of jury service for the day, the bargaining unit member shall report for duty to finish the work shift. The assigning of an officer to the day shift pursuant to this Article shall not result in the payment of overtime to any officer. Officers assigned to jury duty shall not be entitled to use Department vehicles.

ARTICLE 32

ADA/FMLA LANGUAGE

- 32.1: This contract shall be in compliance with the Americans with Disabilities Act (ADA). Employees covered by this contract shall be entitled to all rights as contained within this contract. The City and Union shall comply with their obligations under the ADA and recognize the need to reasonably accommodate the disabled, as provided for under the ADA. They agree as necessary during the term of this agreement to discuss any specific problems which may arise in complying with the ADA.
- 32.2: The City and the Union shall comply with the Family Medical Leave Act (FMLA) and the regulations implementing that Act, which are specifically incorporated herein. Employee paid time off such as sick days and personal days will be charged for FMLA leave, in accordance with FMLA regulations. Unpaid FMLA leave will not be granted until all paid time off to which an employee can be charged for FMLA leave is exhausted.
- 32.3: Health insurance coverage will be maintained for the duration of the FMLA leave. Upon their return from FMLA leave, employees will be returned to the same or an equivalent

position to that which they occupied when the employee commenced leave in accordance with FMLA regulations. Employees shall also remain entitled to all other benefits to which they are entitled under this agreement.

- 32.4: With respect to seniority, no time spent on FMLA leave will jeopardize the position of seniority an employee held when the employee commenced leave.
- 32.5: Members who are on FMLA leave shall not be able to work any overtime until he or she has returned to work one full shift.

ARTICLE 33

SAFETY COMMITTEE

- 33.1: All accidents which result in bodily injury shall be reported immediately in accordance with the City of Dearborn Heights Safety Procedures Manual.
- 33.2: The Union President, or his designee, shall be a member of the City of Dearborn Heights Employee Safety Committee. Such member shall attend all meetings of the Safety Committee as requested by the Human Resource Director.

ARTICLE 34

DURATION

- 34.1: This is the sole Agreement between the parties and shall be binding upon the parties for a period of five (5) years, from July 1, 2016 to June 30, 2021. This Agreement may be mutually amended by the parties, and in such event, an amendment will, unless otherwise specifically so stated, become an integral part of the Agreement and shall remain in full force and effect for the term of this Agreement.

The parties shall commence negotiations on or before April 1, 2021, for a succeeding contract unless by mutual agreement, the parties decide to continue the terms of this

Dearborn Heights Police Supervisors/COAM
Effective July 1, 2016 through June 30, 2021
SIGNATURE COPY

Agreement.

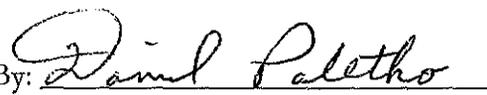
34.2 If the Agreement between the City of Dearborn Heights and the Police Officers Union has a monetary increase in any form or fashion other than wages, then the City and the COAM agree to immediately open the agreement for financial equity.

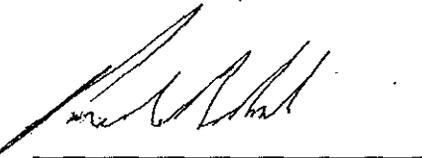
IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2016.

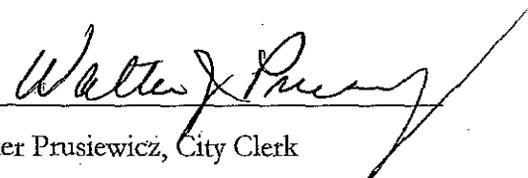
FOR THE DEARBORN HEIGHTS
POLICE SUPERVISORS
ASSOCIATION:

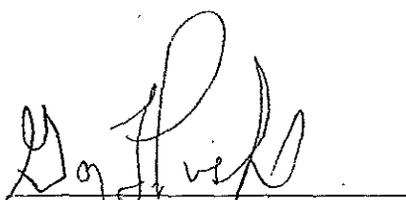
FOR THE CITY OF DEARBORN HEIGHTS


Kenneth Szwarczewski
DHPSA

By: 
Daniel Paletko, Mayor


SGT. P. MUELLER DHPSA

By: 
Walter Prusiewicz, City Clerk


POAM

Dated: March 2, 2017

Dearborn Heights Police Supervisors/COAM
Effective July 1, 2016 through June 30, 2021
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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 you to deduct from my earnings \$ _____

per month or such other amount as Dearborn Heights Police Supervisors Association, hereinafter called DHPSA, may certify as my share of the cost of administration and negotiation 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 a 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 DHPSA. The amounts deducted hereunder shall be paid to the Treasurer of DHPSA at the address provided, and to be provided, by said DHPSA. This authorization shall remain in effect unless terminated by me upon sixty (60) days prior written notice to DHPSA and the City of Dearborn Heights upon termination of Agreement or upon termination of my employment.

Employee's Signature

Attachment B

CITY OF DEARBORN HEIGHTS ACT 345 RETIREMENT SYSTEM

Factors to Compute Reduction in Monthly Retirement Allowance

Applicable to Retirements for the Period

July 1, 2002 to June 30, 2003

Age Nearest Birthday at Retirement	Factor
45	0.00494
46	0.00500
47	0.00507
48	0.00515
49	0.00523
50	0.00531
51	0.00540
52	0.00549
53	0.00559
54	0.00570
55	0.00581
56	0.00593
57	0.00606
58	0.00620

59	0.00635
60	0.00651
61	0.00668
62	0.00686
63	0.00706
64	0.00727
65	0.00750

Age waiver required prior to age 50.

Example: Member retires at age 50 and withdraws \$10,000.

Age 50 factor of .00531 times \$10,000 equals a monthly reduction of \$53.10.

83 Group Annuity Mortality Table with the July, 2002 PBGC Interest Rate of 4.50%.

Dearborn Heights Police Supervisors/COAM
Effective July 1, 2016 through June 30, 2021
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Attachment C

Designation of Beneficiary

TO: CITY OF DEARBORN HEIGHTS, MICHIGAN

I hereby designate,

(Print Name) (Social Security #)

as primary beneficiary (ies) of any employment related benefits payable by the City of Dearborn Heights, Michigan on account of my death or due me from the City of Dearborn Heights, Michigan at the time of my death under the Collective Bargaining Agreement with the Dearborn Heights Police Supervisors Association or otherwise.

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

(Print Name) (Social Security #)

instead. I reserve the right to change the designated beneficiary (ies). In case of conflict between the requirements of the Collective Bargaining Agreement existing at the time of death, or any statute and this Designation of Beneficiary, such Collective Bargaining Agreement or statute shall control the disposition of any employment-related benefits payable due to the death of the employee.

In addition, it is understood and agreed that the City of Dearborn Heights, Michigan may require the designated beneficiary to sign an agreement to indemnify and hold the City of Dearborn Heights, Michigan harmless from liability as a result of delivering any monies to the beneficiary.

(Signature) (Date)

Name: _____

Address: _____

CC: H.R. Department, Comptroller's Office

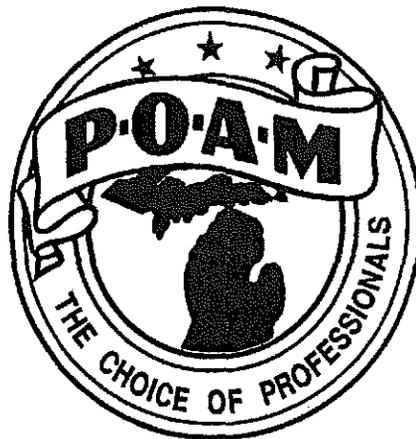
EXHIBIT 4

AGREEMENT BY AND BETWEEN
THE CITY OF DEARBORN HEIGHTS, MICHIGAN
AND
DEARBORN HEIGHTS POLICE OFFICERS
ASSOCIATION
7-1-17 TO 6-30-23

MS

AGREEMENT
BY AND BETWEEN
CITY OF DEARBORN HEIGHTS, MICHIGAN
AND
DEARBORN HEIGHTS POLICE OFFICERS
ASSOCIATION

P31
3/2/32



7/1/17 - 6/30/23

AGREEMENT

By and Between

CITY OF DEARBORN HEIGHTS, MICHIGAN

And

DEARBORN HEIGHTS POLICE OFFICERS ASSOCIATION

2017 - 2023

DEARBORN HEIGHTS POA
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ARTICLE 1

PARTIES

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

ARTICLE 2

PURPOSE AND INTENT

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

ARTICLE 3

RECOGNITION AND COVERAGE

The City recognizes the Police Officers' Association of Michigan as the sole and exclusive bargaining agent for all police officers below the rank of Sergeant, and excluding detectives to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, including, but not limited to matters relating to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 4

UNION ACTIVITIES

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

The Union agrees to maintain its eligibility to represent employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or sexual orientation without regard to membership or participation in, or association with the activities of any employee organization. The City agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, membership or participation in or association with the activities of any employee organization.

ARTICLE 5

AGENCY SHOP

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

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

Section 3: Any employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

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

ARTICLE 6

CHECK-OFF

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

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

Section 3: Such sums deducted from a police officer's pay, accompanied by a list of the police officers from whose pay they have been deducted and the amount deducted from such deductions shall be forwarded to the Union Treasurer at 25637 Michigan Ave., Dearborn Heights, Michigan 48125, by the last day of the month in which the deduction is made.

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

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

ARTICLE 7

OTHER AGREEMENTS AND ORGANIZATIONS

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

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

Section 3:

- A. Civilian communications personnel and volunteers shall not be used to replace full time sworn police officers of the City of Dearborn Heights.
- B. Civilian communications personnel and volunteers shall not be used to fill any present or future positions in the Dearborn Heights Police Department that would normally be filled by a member of the DHPOA.
- C. Civilian communications personnel and volunteers shall wear apparel which distinguishes them from police officers. This section does not apply to reserve police officers and the Chief of Police has the sole discretion to determine the uniform to be worn by the reserve police officers. However, reserve police officers and other civilian personnel who are required to wear a department patch shall affix a "rocker" patch above the department patch reading "Reserve", "Security", "Animal Control" etc. which will clearly distinguish civilian personnel from sworn police officers.
- D. Civilian communications personnel and volunteers in all instances shall work under the direct supervision of a sworn police officer of the City of Dearborn Heights.
- E. The civilian dispatch program shall be administered by a sworn member of the Dearborn Heights Police Department. The Union shall have the right to request in writing and obtain a meeting between its president, one designated Union representative, the Chief, and the Civilian Program administrator to discuss the operation and administration of the Civilian Program. Said meeting shall be held during regular business hours. The request shall set forth the Union's proposed agenda and the meeting may be limited to the agenda set forth in the request. .
- F. Both parties agree the City shall be permitted to use and maintain the current ratio of up to two (2) reserve officers for every one (1) police officer. In the event reservists are needed to work a detail, (1) police officer for up to (2) reservists shall be called in on an overtime basis and assigned the same detail. In the event police officers are needed to work a detail (on overtime basis) the City may utilize up to (2) reservists for every (1) police officer assigned the detail. This language shall not apply to the job tasks currently performed by the Dearborn Heights Police Reservists (i.e. vacation checks, ride-alongs, Good Fellow investigations & Hines Park details) or during a declared emergency. This language shall not be circumvented by any assignment of police officers working straight time

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

ARTICLE 8

REPRESENTATION

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

Section 2:

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

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

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

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

Section 6: Up to three (3) elected delegates of the Union will be excused from work up to three (3) work days for the purpose of attending conferences or seminars relating to the administration of the collective bargaining agreement provided those conferences or seminars are held outside the City limits of the City and that the City is not required by manpower restrictions to call in persons to replace persons attending; provided one Union designated person shall be permitted to attend such conference whether or not call in is necessary. Designated delegates will receive their regular pay from the City but shall not be considered on duty. The City will not be responsible for any delegate expenses incurred as a result of attending such conference or seminar.

Section 7: Any discussions or conversations occurring between a DHPOA Union Representative (acting in an official capacity on behalf of the Union) and any employee who has been charged with a violation of the Rules and Regulations of the Dearborn Heights Police Department, shall be privileged to the extent that the Local Association Union Representative shall not be called to testify as to said conversations in any arbitration or civil service hearing or other department or City hearings.

Section 8: The DHPOA shall be the exclusive supplier of the shoulder patch of the city of Dearborn Heights Police Department, provided that the Chief of Police retains the exclusive right to determine the design of the patch and the union provides the patches to all members of the department at the same price.

Section 9: If a Union negotiator is working midnights before or after a negotiation session, he/she will not be required to report for duty until seven (7) hours after the negotiation session ends, or unless otherwise agreed to by the Chief of Police.

ARTICLE 9

SENIORITY

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

- A. The officer resigns.
- B. The officer is dismissed and is not reinstated.
- C. The officer is absent without leave for a period of five (5) days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
- D. The officer retires. (This does not include DROP participation)

Section 2:

- A. A seniority list shall be furnished to the DHPOA by the City annually.
- B. When the City has prepared the seniority list, that list shall be posted within the station in conspicuous locations and a copy shall be provided to the Union. Employees shall be permitted to grieve their improper placement on that list; provided, however, that any such grievance shall be filed within thirty (30) days of the posting. A failure to timely grieve in one year shall not preclude a timely grievance in a succeeding year, but it shall preclude a claim for back pay arising prior to the subsequent posting.

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

ARTICLE 10

PROMOTIONS, LAYOFFS, RECALLS, AND LEAVES OF ABSENCE

Section 1:

- A. Promotions, layoffs, and recalls shall be in accordance with the provisions of Act 78, Public Acts of 1935, as amended.
- B. Officers who have completed 5 (five) full years of service as a police officer with the City of Dearborn Heights shall be eligible to participate in any promotional examination for the rank of sergeant.

C. The promotional examination process for the rank of sergeant, whether uniform or detective, shall consist of a written exam portion and an oral exam portion which shall be weighted as follows:

Written exam: 50%

Oral exam: 50%

D. The promotional examination process for the rank of sergeant shall be as follows:

1. Officers must score 70% or higher on the written portion. Officers failing to score a minimum of 70% on the written portion shall be disqualified from the promotional process and shall not be allowed to participate in the oral portion.
2. Officers must have a minimum combined average score between the written and oral portions of 70% to be eligible for promotion.
3. After the written portion and oral portion have been scored and appropriately weighted each officer shall have 1/12 (one-twelfth) point for each month of service as a police officer with the City of Dearborn Heights, including probationary time, added to their overall score. There shall be no maximum cap for these seniority points.
4. The questions for the written examination portion shall be drawn from the following sources:
 - a. Dearborn Heights City Ordinances (Criminal and Traffic chapters);
 - b. Dearborn Heights Police Department Rules & Regulations Manual; (Chapters 1-4 Department Rules & Regulations and up to ten (10) relevant Policies and Procedures).
 - c. Michigan Criminal Law & Procedure Manual or equivalent;
 - a. One textbook/sources chosen by the Dearborn Heights Police & Fire Civil Service Commission.
5. The oral examination portion for each officer shall consist of three (3) examiners chosen by the Dearborn Heights Police & Fire Civil Service Commission, and each officer shall have a member of the Civil Service Commission present to monitor the oral exam. The Director of Human Resources may be used as a substitute if none of the Civil Service Commissioners are available to monitor a particular oral exam.

E. The eligibility list for promotion to rank of sergeant shall expire 2 (two) years from the date that it was established and certified by the Dearborn Heights Police and Fire Civil Service Commission.

F. The Act 78 Commission and a City designee shall have equal input and authority throughout all promotional processes, except as provided in the agreement to the contrary.

G. All promotional test related documents shall be kept in a safe and secure designated area in the Human Resources Department or another location agreed to by the City and the Union. No documents in any form shall be distributed, kept from the human Resource Director/Department, or taken off city property except as provided for in this agreement. The control of all promotional test related documents shall be maintained by not less than two (2) agreed upon parties, in accordance with Article 10, Section 1.

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

Section 3:

- A. A police officer shall be entitled to a leave of absence for specified purposes and period of time without loss of seniority.
- B.
 - 1. Leaves shall be granted for a period of up to three (3) months to employees who are physically or mentally or otherwise disabled from performing their duties, upon showing proper proof of such disability through the period of absence from a fully qualified medical doctor (M.D.) or doctor of osteopathy (D.O.).
 - 2. An M.D. or Doe's statement concerning disability shall include to the extent possible:
 - a) Patient's illness;
 - b) How and why the illness disabled the patient;
 - c) The period of expected disability, including start and estimated return to work date.
- C. The City recognizes and agrees that it shall provide "forms" upon which a City employee may request a leave of absence. Any employee desiring a leave for any reason shall submit such application in excess of thirty (30) days prior to the date the leave is to commence and the City shall grant or deny such requests within ten (10) days of receipt of the request.
- D. Pregnancy shall be considered a disabling illness for purposes of this section.
- E. A police officer during a leave of absence shall not do any type of police work.
- F. If the police officer returns within the period or periods granted, said police officer's "Continuous Service Time" will not be interrupted.

ARTICLE 11

DUTY ASSIGNMENTS

Section 1: When there is a duty opening in a Bureau other than the Uniform Division, (i.e. traffic, juvenile, property, etc.), such vacant position shall be considered a "Bureau Position" for the purposes of this section and shall be posted for fifteen (15) calendar days and shall be assigned to one of the three (3) highest seniority officers qualifying and requesting same with the following exceptions subject to a probationary period of ninety (90) calendar days. It is the intent that officers may not transfer from one Bureau Position to another.

- A. All duty assignments of whatever duration shall be posted and subject to this procedure but it is understood that the City shall have no obligation to maintain an assignment for any specific duration.

- B. There may be more than one (1) request in a calendar year and if an officer is selected, such officer may be required to serve for a minimum of two (2) years in the job requested providing such officer passes the probationary period. Duty assignments shall be made in accordance with the following guidelines; once assigned, officers choosing to voluntarily terminate their assignment, shall not be eligible for any other duty opening or Special Operations position for a period of two (2) years immediately following the termination. Officers whose duty assignment is eliminated for just cause shall not be bound by the provisions of this section. The position of Union President within the Traffic Bureau shall not be subject the provisions as set forth in this section. Any/all other duty assignments created after the ratification of this contract will also be subject to these provisions.
- C. The City shall choose from among the top three (3) seniority officers requesting and qualifying. The City may consider an individual's resume but submission of same shall not be mandatory.
- D. Officers assigned to the Special Operations Bureau shall not be subject to the selection procedure in Article 11.1(c) but shall have at least three (3) full years seniority as a bargaining unit member. Officers assigned to full time intelligence work shall have a maximum assignment time of four (4) years. Officers whose assignment time has expired by reaching the four (4) year limit shall not be eligible for Special Operations work for a minimum of four (4) years. Officers choosing to voluntarily terminate their assignment shall not be eligible for Special Operations work for a minimum of four (4) years or any other duty opening as outlined in Section 1 for a period of (2) years immediately following the termination.
1. The guidelines for the special assignment of Task Force officer are as follows:
 - a. Shall have completed their one (1) year probation.
 - b. Officers whose assignment time has expired by reaching the four (4) year limit shall not be eligible for Special Operations/Task force work for a minimum of four (4) years. Officers choosing to voluntarily terminate their assignment shall not be eligible for Special Operations/Task force work for a minimum of four (4) years or any other duty opening/special assignment as outlined in Section 1 for a period of (2) years immediately following the termination.
 2. The guidelines for the special assignment of Directed Patrol Unit officer are as follows:
 - a. Shall have completed their one (1) year probation.
 - b. Officers whose assignment time has expired by reaching the two (2) year limit shall not be eligible for Directed Patrol Unit work for a minimum of two (2) years. Officers choosing to voluntarily terminate their assignment shall not be eligible for Directed Patrol Unit work for a minimum of two (2) years.
- E. An officer selecting and placed into a duty assignment under this procedure may be removed for cause or removed upon mutual agreement between the affected officer and the City.

- F. In the event the duty assignment is terminated by the City, the officer shall be re-assigned in accordance with the officer's seniority and qualifications.
- G. In the event the Union feels that the Department has selected on the basis of favoritism, whether a bureau, non-bureau or special assignment, same shall be subject to the grievance procedure.
- H. All non-bureau/special assignment openings and or vacancies shall be posted for fifteen (15) days with selection from the most qualified, interested officers. Each non-bureau position shall be maintained by separate document and list description and qualifications.

Section 2:

- A. There shall be a separate work schedule for Traffic Bureau officers, however the City reserves its right to amend or make reasonable schedule changes with thirty (30) days notice prior to doing so. Both parties agree to meet and discuss any adjustments in the schedule prior to implementing said change.
- B. The Traffic Bureau officer on "stand-by" for any given weekend, 11:00 p.m. Friday to 7:00 a.m. Monday shall receive eight (8) hours compensatory time for being available. All Traffic officers also agree to be available within four (4) hours after their tour of duty and the four (4) hours before the start of their tour of duty, if no other officers are working. If after calling all Traffic officers for fatal or serious accident, on week days, and none are able to respond, the Traffic officer on "stand-by" for that weekend shall respond.
- C. The Union agrees that the Chief shall designate production and selection criteria for a Traffic Bureau. The Union reserves the right to grieve the reasonableness of the production criteria.

Section 3: The City, in its discretion, may elect to offer rotating Detective Bureau orientation assignments of four (4) months duration in accordance with the following requirements:

- A. Selection shall be offered by seniority, highest seniority first.
- B. Selection shall be made simultaneously with shift selection.
- C. Once having served in the orientation program an officer is not eligible to re-participate in such program.
- D. Officers participating in the program will not do felony matters assigned to the Detective Bureau.
- E. Upon completion of the four (4) months orientation assignment the participating officer will receive \$100 if the officer has served the entire four (4) month period.
- F. The orientation program is voluntary.
- G. There shall be no more than two (2) such assignments at any one (1) time.

ARTICLE 12

ROAD PATROL ASSIGNMENT

Section 1: Road patrol shifts shall be of six (6) month duration or any other duration as agreed upon, and the number of shifts and their hours shall be mutually agreed upon by both the City and Union Officers will submit shift requests within a reasonable time as designated by the Uniform Division Captain prior to shift change. Officers not submitting shift requests will be assigned to shifts at the discretion of the Division Captain.

Section 2: Road patrol shifts shall be selected by seniority with the exception that new hires shall be assigned by the City, in the City's discretion, for a period of their probationary period for such new hire. During the twelve (12) hour shift schedule, road patrol shifts shall be selected by seniority with the exception that new hires shall be assigned by the City, in the City's discretion, for a period of their FTO phase only, for such new hire.

Section 3: The City shall post a list of shift assignments thirty (30) days prior to shift change, and once posted will not be changed unless mutually agreed to by the parties, or to meet particular police needs for particular conditions on a temporary basis, by seniority.

Section 4: For a period of an officer's probationary period, said patrol officer shall be assigned to whichever shift is most beneficial to the furthering of said officer's training. During the twelve (12) hour schedule, new hires shall be assigned to whichever shift is most beneficial to the furthering of said officer's training for a period of their FTO phase only, even to the extent that it may infringe upon another officer's seniority rights.

Section 5:

- A. Whenever an imbalance in road patrol shift members exists due to resignation, retirement, long-term sickness or disability (excess of 30 days), the Employer shall have the right to return that balance by reassignment of road patrol officers from other shifts as described below:
 - 1. Volunteers by seniority, most senior employee first.
 - 2. Non-volunteers by seniority, least senior employee first.
- B. Non-volunteers will be assigned from the shift(s) to be reduced. It is the intent of the parties to minimize the scrambling of shifts.
- C. Employees will be returned to their shifts when the cause requiring reassignment ceases, non-volunteers first.
- D. In the event shift selection dates occur during a period of reassignment, such reassigned officer shall select in accordance with the contract rights as if that officer had not been reassigned. In the event the cause of original reassignment has not terminated following the selection process, the City shall again reassign in accordance with subparagraph (a) of this section.
- E. Officers reassigned in accordance with this section shall be given at least fifteen (15) days notice prior to any reassignment.

Section 6: Change of shift shall be considered a just and reasonable disciplinary penalty in cases where there is cause for discipline. In the event that an employee is transferred to another shift for disciplinary reasons, no other employee will be displaced from their respective shifts because of that disciplinary action. An employee who was transferred for disciplinary reasons, will not without a showing of sufficient cause related to the offense, be required to stay on the shift that officer was transferred to because of the discipline for more than six (6) months.

Section 7: If an officer is going to be absent (vacation, illness, etc.) during the shift selection period, it shall be his/her responsibility to make his/her immediate supervisor aware of his/her shift preference. Failure to do so will result in the officer being assigned at the Chief's discretion.

ARTICLE 13

PARTNERSHIP ASSIGNMENTS

Section 1: The City will accommodate partner requests on a reasonable basis consistent with the needs of the Department and in conformance with this Article. Partnership assignments once made for a shift will not be changed for a period of the shift except for assignment of probationary officers by the Chief of the Department, and as provided in Section 13.4.

A. In the event broken partnerships exist due to leave, comp time, furlough, sick, disability, etc., and a partner is requested, partnerships will be formed by volunteers first then by seniority (lowest first) for purposes as provided in Article 18.1 by officers of a like situation. An officer who elects to work a one (1) person car shall not be subject to a partnership when another broken partnership exists except for the assignment of a probationary officer again, provided no other broken partnerships exist. Assignment to volunteers first then by seniority (lowest first).

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

Section 3:

- A. Patrol officers called in on a shift shall be assigned patrol division duties causing call in before the City splits a partnership assignment on that shift.
- B. Splits of patrol division partnership assignments during a shift shall be accomplished by the least senior patrol officer in the patrol division assigned to the shift on which the split is to take place being selected.
- C. If it is necessary to fill a station officer position or other position within the department from officers already assigned to road patrol duties, selection will be made from volunteers, highest seniority first. If no volunteers, then selection shall be made from the lowest seniority non-FTO status officer regardless of partner assignment. This shall also specifically include but not be limited to any lengthy road assignment/detail (i.e. election, hospital etc.) officers assigned these details may, at their option be relieved upon reaching a maximum assignment time of (4) hours.
- D. If an officer does not volunteer to work the station position, that officer shall be deemed to have waived any claim to a partner, pursuant to Article 18, in the event that their partnership is then broken to fill the station position by selection of the lowest seniority officer.

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

ARTICLE 14
MANDATORY TRAINING

Section 1:

- A. The City shall have the right to displace police officers from their regularly-assigned shift, up to seven (7) times per calendar year, in order to attend mandatory training.
- B. When an officer is displaced from their regular shift assignment, the mandatory training session shall be scheduled as the officer's work day for that particular day.
- C. The City shall have the right to determine the hours and topics of the mandatory training days.
- D. Officers shall receive overtime pay at the rate of time and one-half for all time spent in mandatory training in excess of eight (8) hours. For purposes of a twelve (12) hour schedule, training scheduled eight (8) hours or more shall be considered a full work day. Training scheduled less than eight (8) hours, the officer will be required to return to normal patrol duty upon returning to the station. Training in excess of twelve (12) hours will be paid at the rate of time and one-half overtime.
- E. Officers shall be given at least 28 days advance notice of mandatory training days.

Section 2: It is understood by the parties that mandatory training for purposes of this agreement refers to department-wide and/or division-specific training. It does not include training which is required to maintain a position in a specialized bureau/assignment (such as the Honor Guard or the Emergency Response Team) or to maintain specialized certifications (such as for bicycle officers, driving instructors, breathalyzer operators, etc.).

ARTICLE 15
HOURS OF EMPLOYMENT

Section 1: The work schedule for employees shall be either an eight (8) hour work day or twelve (12) hour work day or any other agreeable schedule.

Section 2: For purposes of an eight (8) hour work schedule, employees assigned to work shifts that run consecutive for six (6) work days shall be paid overtime for any days worked thereafter until the employee is off two (2) days, unless requested by a police officer, then such officer waives any overtime. For purposes of a twelve (12) hour schedule, officers assigned to work shifts that run consecutive for three (3) work days shall be paid overtime for any days worked thereafter until the employee is off two (2) days, unless requested by a police officer, then such officer waives any overtime.

Section 3: Overtime Equalization

- A. Police officers shall work overtime upon request and approval of their Department Supervisor. The Department Supervisor by seniority, highest seniority first, shall request police officers to work. Shortages in department personnel will be made up by the Department Supervisor's requiring to work, least senior officer first, such numbers of police officers as is necessary to secure a full complement of employees.
 - 1. Emergencies notwithstanding, police officers must work one (1) full shift or be off on approved leave (i.e. furlough, compensatory time, personal, FMLA, funeral etc.) following the use of a sick day to be eligible for road patrol overtime. It is the responsibility of the officer to advise the on-duty shift supervisor of his/her eligibility for overtime if called.

- B. The City shall attempt to equalize overtime as nearly as practical among employees holding the same rank. Whenever overtime is required in a rank, the person with the least number of overtime hours in that rank will be notified first whether on duty or off. For purposes of a twelve (12) hour schedule, persons off duty will be called first and so on throughout the index in an attempt to equalize the overtime hours. The total equalization will be based only on the maximum number of hours worked by the officer during that period.
- C. On January 1st of each year, the accumulation of hours for all police officers will be reduced to zero (0) and the list commenced again with no transfer of accumulated hours from year to year.
- Police officers newly entered in a group as a new employee shall not be entitled to overtime for the first six (6) months. After six (6) months a new employee shall be credited with the highest number of hours of the equalization group which that person enters. Transferred employees shall be credited with the highest number of hours of the equalization group which that person enters. Any discrepancies or inequities in the equalization process shall be remedied by scheduling overtime hours to be worked.
- It is understood bureau personnel will not be notified for road overtime until such time the call in list for road patrol officers has been exhausted. This language will not apply in the event of a declared emergency.
- D. It is understood and agreed that a police officer working on a specific job task other than a continuing road patrol at the end of a shift upon which job overtime is required that day shall be given the first opportunity to work such overtime. However, hours worked in excess of three (3) hours shall be charged to the equalization list.
- E. Excluded from the requirements of overtime equalization is overtime arising out of, and paid for by, private sources. The City agrees to permit the Union to schedule private origin overtime provided that the Union makes a good faith effort to assure the presence of the required number of officers who shall be subject to all the rules, regulations and the authority of the Department; provided, further, that the City reserves the right to withdraw private source overtime scheduling from the Union in the discretion of the City, but if such withdrawal occurs, such private source overtime shall again be subject to equalization procedure as set forth by the Dearborn Heights Police Officers Association. The City shall attempt to provide the Union with reasonable notice consistent with notice received by the City of private source overtime.
- F. The Police Officers Association will maintain an equalization chart or list for the Department. In addition, representatives of the Union and the Department will meet upon request of either party for the purpose of insuring that overtime is being equalized in accordance with the procedure.
- G. Officers who are on authorized vacation, funeral leave, sick leave or who have previously notified the Department in writing of their unavailability due to being out of town shall not be charged with overtime penalties for failure to respond upon call.
- H. No bargaining unit member shall be required to work in excess of fourteen (14) consecutive hours in any twenty-four (24) consecutive hour period or be charged with an overtime refusal unless the available or assigned City executive declares an emergency affecting the entire division whereupon there will be no refusal.

- I. No bargaining unit member shall be permitted to work more than sixteen (16) consecutive hours without approval of the shift Commander.
- J. Officers who are absent from their regularly-assigned shift due to the use of furlough time or comp time may not work overtime during their originally-scheduled shift but are eligible to work overtime outside those originally-scheduled hours.

Section 4:

- A. Roll call shall be considered work time of the regular eight (8) or twelve (12) hour shift.
- B. The City shall be permitted to establish overlapping shifts of up to thirty (30) minutes per shift.

ARTICLE 16

WORK SCHEDULES

Section 1: The work schedule shall be posted at least thirty (30) days in advance of the start of the new schedule where possible. Officers will be assigned to permanent shifts for a period of six (6) months or any other agreeable terms. Patrol Division personnel will be on either an eight (8) or twelve (12) hour schedule or as mutually agreed upon by both parties.

- A. Officers will be assigned to permanent shifts for a period of six (6) months or any other agreeable terms. Patrol Division personnel will be on an either eight (8) or twelve (12) hour schedule or as mutually agreed upon by both parties. Shift start/finish times will be in conformance with Article 18, Section 3 any modifications shall also be mutually agreed upon by both parties on a limited shift cycle to cycle basis with thirty (30) day notice to the other party. While on a twelve (12) hour 2on-3off/2on-2off/3on-2off patrol shift schedule, the working day will consist of shifts of twelve (12) hours each for the Patrol Division. The day and night shifts shall begin at 6:45 a.m. and 6:45 p.m. The afternoon shift shall begin at 3:00p.m. The shifts shall be determined on a seniority basis.
- B. While assigned to a twelve (12) hour shift schedule, patrol officers will be assigned to work a seven out of fourteen day schedule. The additional eight (8) hours per month scheduled will be paid at time and one-half for a total of twelve (12) hours per month and will be added into the employee's compensatory time bank at a rate of six (6) hours per pay period. All other hours in excess of that described above shall be paid under the overtime provisions as described in the contract. However, except in an emergency, no one will be scheduled to work more than fourteen (14) consecutive hours.
- C. The Traffic Division and other bureau/special assignments are not included in the twelve (12) hour shift program unless mutually agreed upon by both parties.
- D. Lunch period is now one (1) hour with two (2) twenty (20) minute breaks.
- E. There may be a meeting every six (6) months between the Association and the City to discuss the operation of the twelve (12) hour shifts and any modifications if needed.

- F. Both the City of Dearborn Heights and the DHPOA shall be subject to the provisions set forth, if at any time there is a unilateral change by either party without the express written consent of the other, the DHPOA shall retain the right to revert back to the 3 shift 4p-4a schedule as provided in Article 18 3(a) with reasonable notice to the City.

Section 2: A Bargaining Unit person once assigned to a particular slot on any shift shall continue their leave/work schedules while remaining on that shift provided such person is not bumped from the shift by a senior officer. Exception will be for the day shift station officer assignment. While on the twelve (12) hour schedule, the front desk will be staffed by seniority, volunteers first if none then assigned by lowest seniority for the shift, i.e. if no volunteers then lowest two (2) officers assigned to the shift will be assigned front desk duties regardless of slot assignment. If an officer transitions from one shift/slot to another, the hours worked within the current cycle will be handled at the Uniform Division Captain's level. However, in no case shall an employee be required to work more or less hours within the scheduled cycle the employee was transferred from.

- A. As a matter of clarification, assignments involving City Hall and/or dispatch shall be staffed by seniority on a daily basis, volunteers first, if none then assigned by lowest seniority for the platoon working. Seniority for the police dispatcher assignment shall apply to dispatch trained officers only.

Section 3: Starting January 1, 2006 and every January 1st thereafter officers on the twelve (12) hour shift schedule will be eligible to transfer/bump from one slot/shift to another by seniority for the year this will be accomplished on or about October of each year through a separate posting by the Union in a common area for all road officers to choose their prospective shift/slot. A minimum of one (1) road patrol officer will be assigned by seniority (highest first) up to one (1) full calendar day to select his/her shift/slot for the upcoming year. Officers who fail to choose a shift/slot during their assigned time shall forfeit their bid pick to the next officer in line and shall choose from available slots after the next officer in line chooses and so on. Once selected, officers may not switch, hold or save slots.

- A. Effective July 1, 2017, officers will be eligible to transfer/bump from one slot/shift to another by seniority twice per year and every year thereafter on October 1st and April 1st. This will be accomplished on or about August and March of each year.

ARTICLE 17

TRADING TIMES

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

ARTICLE 18

MINIMUM PERSONNEL

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

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

- A. One person cars will operate from sundown to sun up.
- B. Electing officer must have a minimum of one (1) year of seniority.
- C. Election will be made at time of shift selection for a minimum period of four (4) months.
- D. Officers electing will receive a flat \$160 allowance for each four (4) months of service if the officer has served the entire four (4) month period.
- E. During the period from sundown to sun up and when the one (1) person car option is in effect:
 - 1. City will continue to dispatch multiple cars on questionable runs.
 - 2. No one (1) person unit will be dispatched on a questionable run without backup.
- F. The election described in this section is a voluntary election of the electing officer.

Section 3:

A. Patrol Division minimum personnel standards shall be as follows:

~~Eight (8) hour-~~ (7a-3p) five (5) officers (6) to start the shift.

(3p-11p) eight (8) officers (9) to start the shift.

(11p-7a) eight (8) officers (9) to start the shift.

~~Twelve (12) hour-~~ Forty-four (44) officers and three (3) shifts are required for this schedule unless a change is mutually agreed upon by both parties. See Article 16, Section 1 (f).

(7p-7a) which would include a thirty minute overlap i.e.: 730p-730a consisting twenty (20) officers, (10) per squad, (7) officers required to start, minimum six (6). (2) officers allowed on furlough per squad, with additional officers allowed using furlough days if manpower permits with a 24 hour advance approval. There will be no front desk station officer during this time unless provided for the purposes of light duty. These officers will remain as two (2) officer units but may work a (1) officer unit if officers elect.

(7a-7p) sixteen (16) officers, (8) per squad including the front desk station officer. (6) officers are required to start, minimum is five (5). (1) officer allowed on furlough per squad with additional officers allowed using furlough days if manpower permits with a 24 hour advance approval. These officers will be required to work as (1) officer units.

(4p-4a) eight (8) officers, (4) per squad, (2) officers required to start, minimum is two (2). (1) officer allowed on furlough per squad, with additional officers allowed using furlough days if manpower permits with a 24 hour advance approval. These officers will remain as two (2) officer units but may work a (1) officer unit if officers elect.

Overtime would be called as provided for in this agreement if personnel fall below minimum standards with the exception of 4p-4a as it is a support shift.

B. Effective on or about July 1, 2009, Patrol Division minimum personnel standards shall be as follows:

For the twelve (12) hour shifts there will be forty-four (44) officers and a minimum of (2) shifts are required for this schedule unless a change is mutually agreed upon by both parties.

The (6:45p.m.-6:45a.m.) shift will consist of twenty-two (22) officers, (11) per squad, (8) officers required to start, minimum (7). (3) officers allowed on furlough per squad, with additional officers allowed using furlough days if manpower permits with a 24 hour advance approval. There will be no front desk station officer during this time unless provided for the purposes of light duty.

The (6:45a.m.-6:45p.m.) shift will consist of eighteen (18) officers, (9) per squad including the front desk station officer. (7) officers are required to start, minimum six (6). (2) officers allowed on furlough per squad with additional officers allowed using furlough days if manpower permits with a 24 hour advance approval.

The current (4p.m.-4a.m.) shift standards/staffing levels may be suspended and a minimum of four (4) officers shall be assigned by the Chief of Police to road patrol duties. For purposes of this section, road patrol duties specifically include being assigned to a 3p-3a support shift as a canine handler or being assigned to a special assignment within the road patrol such as the Directed Patrol Unit.

Both parties agree to meet twice a year to discuss the effectiveness, officer satisfaction and departmental needs of this altered shift assignment/times and make any changes if necessary. (Also see Article 16 Section 1 (f)).

Overtime would be called as provided for in this agreement if personnel fall below minimum standards with the exception of 3p-3a as it is an overlap shift.

ARTICLE 19

PART-TIME, OFF-DUTY EMPLOYMENT

It shall be permissible for members of the DHPOA to engage in off-duty employment, not inconsistent with the standards contained in the manual and regulations published by the Department, upon prior notice and permission of the Chief, said permission not to be unreasonably withheld.

ARTICLE 20

STAND BY

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

ARTICLE 21

BULLETIN BOARDS

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

ARTICLE 22

MEETINGS

The DHPOA may schedule and conduct its meetings on Police Department property provided it does not disrupt the efficient operation of the Department. A Union representative shall have up to one (1) hour during new hire orientation to provide necessary DHPOA collective bargaining information, provided the orientation does not create overtime or extra compensation for the new hire or the DHPOA representative.

ARTICLE 23

MAINTENANCE OF CONDITIONS

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

ARTICLE 24

CHANGES IN WORKING CONDITIONS

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

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

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

ARTICLE 25

ADOPTION BY REFERENCE

The parties further agree that all provisions of the City Charter, Ordinances and Resolutions of the City Council, as amended from time to time relating to the working conditions and compensation of police officers, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth, provided that no provision of the City Charter and/or Ordinances and Resolutions of the City Council shall operate to diminish, prejudice or otherwise compromise the rights with regard to working conditions and compensation herein provided.

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

ARTICLE 26
BILL OF RIGHTS

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

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

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

- A. The investigatory interview shall be conducted at a reasonable hour and, at the officer's request, in the presence of an Executive Board member, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate questioning is required.
- B. The investigation shall take place either at the command of the investigating officer or office of the Chief of Police in which the incident allegedly occurred, as designated by the investigating officer.
- C. The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer and all persons present during the questioning. All questions directed to the officer under investigation shall be asked by and through one interrogator.
- D. The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any questioning, and he shall be informed of the names of all complainants.
- E. Questioning sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The law enforcement officer being questioned shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
- G. The complete questioning of a law enforcement officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
- H. If the law enforcement officer being questioned is under arrest, or is likely to be placed under arrest as a result of the questioning, such officer shall be completely informed of all that officer's rights prior to the commencement of the questioning.
- I. At the request of any law enforcement officer being questioned, that officer shall have the right to be represented by counsel or any other representative of such officer's choice who shall be present at all times during such questioning whenever the questioning relates to the officer's continued fitness for law enforcement services.

Section 3: **Representation of Complaint Review Boards.** Whenever a police complaint review board is established which has or will have in its membership other than law enforcement officers, such board shall include in its membership a proportionate number of representatives of the law enforcement agency.

Section 4: **Civil Suits Brought by Law Enforcement Officers.** Law enforcement officers shall have the right to bring civil suit against any person, group of persons or any organization or corporation or the heads of such organizations or corporations, for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of the officer's performance of official duties.

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

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

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

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

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

ARTICLE 27

DISCIPLINE

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

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

Section 3: For purposes of officers on a twelve (12) hour schedule, a day's suspension shall mean loss of eight (8) hours pay. All discipline shall be converted to hours. Discipline shall be prorated fairly between officers working both eight (8) and twelve (12) hour shifts.

Section 4: Both the City and Union agree in the concept and use of Progressive Discipline when determining if the discipline is just. The progressive discipline shall include verbal warnings, written warnings, written reprimands/probation, suspension, and termination depending on the nature of the offense.

1. The DHPOA shall be furnished with copies of all "Tracker entries" placed in an officer's file.

Section 5: Disciplinary hearings shall be held within ten (10) calendar days of the date of the issuance of the reprimand. A disposition shall be given within ten (10) calendar days of the date of the hearing. Time limits between the various steps may be waived and/or extended by mutual written agreement. If a disciplinary hearing is not held within the (10) day period from date of the reprimand, the circumstance causing the reprimand shall be deemed not to exist.

ARTICLE 28

PRESENTATION OF GRIEVANCE

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

- A. Article and Section of the Agreement allegedly violated, and;
- B. Date of occurrence of each alleged violation, and;
- C. Manner of alleged violation including the name, if applicable, of the management representative who allegedly violated the Agreement.

The parties recognizing that an orderly grievance procedure is necessary agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be filed within thirty (30) calendar days after the occurrence of the circumstances giving rise to the grievance otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

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

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

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

1. Either party may use a recording device upon notice to the other party; provided that the party utilizing the recording device shall provide the opposite party with a copy, which shall be the official record of the meeting.

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

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

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

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

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

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

ARTICLE 29

ARBITRATION

Section 1: If the grievance is not resolved at Step 3, either the Union or the City may submit the grievance to arbitration by providing timely written notice of intent to arbitrate and initiating such proceedings within thirty (30) calendar days of the Step 3 answer. In matters of discipline, if the Union decides not to proceed to arbitration, it shall within the same thirty (30) calendar day period provide the City, the Act 78 Civil Service Commission, and the disciplined member(s) with written notice of its intent not to proceed to arbitration. Upon service of said notice not to proceed to arbitration upon the City, the City may not thereafter, except as provided in Section 11, defeat such member's Act 78 election by demanding to arbitrate the grievance.

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

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

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

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

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

Section 7: The grievance and arbitration procedures provided herein shall be the sole and exclusive remedy for all matters arising out of this Agreement for the Union, the City and bargaining unit members. Except as provided in Section 29.11, the sole and exclusive remedy for a disciplined bargaining unit member(s) who has received notice of intention not to proceed to arbitration from the Union shall be under Act 78 in accordance with Section 29.2 of this Article.

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

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

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

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

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

ARTICLE 30

STRIKE AND LOCKOUT PROHIBITION

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

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

ARTICLE 31

CONDUCT TOWARD SUPERVISORS

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

ARTICLE 32

COPIES OF CONTRACT

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

ARTICLE 33

MANAGEMENT RIGHTS

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

Section 2: The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations.

Section 3: The City has the right to schedule overtime work as required and consistent with the provisions set forth in Article 48 and Article 15 section 15.4.

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

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

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

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

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

- A. The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriation, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.
- B. The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.
- C. The responsibility of the City for establishing, amending and administering an Act 78 Civil Service merit system of employment, a classification plan, adopting rules and regulations regarding employment and exercising personnel administration responsibilities.
- D. The responsibility of the City for establishing, amending and administering a compensation plan, and a fringe benefit program including an insurance program, a disability program and other similar programs.
- E. The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.
- F. The responsibilities of Department Heads governed by Charter provisions, ordinances and Civil Service rules:
 - 1. To hire, assign, transfer and promote employees to positions within the agency;
 - 2. To suspend, demote, discharge or take other disciplinary action against employees;
 - 3. To relieve employees from duties because of lack of funds;
 - 4. To determine the methods, means and personnel necessary for departmental or agency operations;
 - 5. To control departmental or agency budget;
 - 6. To take whatever actions are necessary in situations of emergency to perform the functions of the department.

- G. The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions and ordinances for this purpose subject to the authority of the departments and the City Council.
- H. The responsibility of the City for establishing, amending and administering the Act 345 Retirement Plan of the City.

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

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

ARTICLE 34

UNIFORMS

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

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

Section 3: Patrol officers shall have the option of wearing the Department approved "Class B" uniform keeping in mind officers choosing to wear the "Class B" uniforms shall be required to keep and maintain at least one (1) "Class A" uniform (long sleeve shirt, trousers and tie) available for formal occasions and ceremonies. "Class B" uniforms shall now include a Department approved "Baseball style" hat which may be worn at the officer's option.

ARTICLE 35

LETTERS OF UNDERSTANDING

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

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

ARTICLE 36

SEPARABILITY

This Agreement is subject to the law of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the bargaining unit, and in the event that any provision of the Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided thereof, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE 37
SAVINGS CLAUSE

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

ARTICLE 38
SAFETY

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

Section 2: The Safety Committee shall meet at least quarterly on the call of either party. The party calling the meeting shall submit an agenda for the meeting and the responding party shall submit any additional agenda items it wishes considered. The meeting agenda shall be adhered to.

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

Section 4: The City may approve any reasonable equipment used by officers to enhance their safety, provided that the officer is properly trained to use or operate said equipment.

Section 5: All accidents which result in bodily injury shall be reported immediately in accordance with the City of Dearborn Heights Safety Procedures Manual. The Union president, or his designee, shall be a member of the City of Dearborn Heights Employee Safety Committee; such member shall attend all meetings of the Safety Committee as requested by the Human Resource Director.

Section 6: The City shall provide patrol vehicles that are in safe operation condition for assigned use by members of the Association. Requests for maintenance and repair activities shall be processed through procedures established by the City. All damage to police vehicles shall be reported promptly. Any officer who feels that a specific patrol vehicle is not safe for duty, even after corrective repairs have been completed, may so indicate by filing a complaint with the Division Captain through their supervisor. Objection shall not concern personal opinion, maintenance or repair procedures. The City will attempt to avoid using the vehicle in question for patrol duty until the matter is resolved.

Section 7: The City shall provide and maintain all issued equipment so that is safe for use at all times by police officers.

ARTICLE 39

CREDIT UNION DEDUCTIONS

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

- A. The Credit Union shall be the Crestwood Community Federal Credit Union.
- B. The deduction amounts shall be in uniform increments of \$5.00 per month, every month.
- C. The City shall not be required to permit an employee revoking a Credit Union deduction authorization to re-participate in such program for a period not to exceed twelve (12) months from the date of revocation.
- D. In the event a refund is due any individual for any sums deducted from wages and paid to the Credit Union, it shall be the responsibility of such individual to obtain appropriate refund from the Credit Union.
- E. The individual for whom such deduction is made shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.
- F. The City shall not be liable for the remittance or payment of sums other than those constituting actual deductions made; and if for any reason the City fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee.
- G. Each employee utilizing the deduction service from pay for remittance of sums to a Credit Union shall provide the City in written form an agreement by such employee to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of action taken or not taken by the City for the purpose of providing the deduction service; provided further, in such agreement such employee shall agree that in the event a refund is due for any reason such employee shall seek such refund from the Credit Union.

CREDIT UNION DEDUCTION SERVICE AGREEMENT FORM

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

(Employee Signature)

ARTICLE 40

PHYSICAL ASSESSMENT

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

Section 2: Tests may be conducted on City premises or at an off site facility. The testing agency will be selected by the City in its discretion provided that agency is advised of its responsibility to maintain test information confidential between the testing agency and the tested individual. Participation in the physical assessment program(s) is required.

ARTICLE 41

MISCELLANEOUS

Section 1: Effective July 1, 2005, after eight (8) full years of seniority in the bargaining unit, a bargaining unit member will be identified as a Senior Patrol Officer which will be accomplished through corporal stripes. Senior Patrol Officers shall be compensated at the rate of one percent (1%) of maximum base wage in 2005, one percent (1%) in 2006 and two percent (2%) in 2007 and every year thereafter. Senior Patrol Officers shall be paid in a lump sum on or before the 1st day of October of each year and Senior Patrol Officer pay shall be computed at a percentage of maximum base salary based on Article 44.

1. Police officers hired on or after April 13, 2011 shall not be entitled to Senior Patrol Pay.

Section 2: Effective July 1, 2005, the residency radius shall cease to exist and there shall be no restriction on residency requirements.

Section 3: A field training officer will be compensated at the rate of three (3) hours overtime for each training day which included observation and evaluation of a trainee and the documentation of these observations and evaluations.

Section 4: Evidence Technicians will be compensated at a rate of two (2) hours overtime if said evidence technician is utilized while on duty. Both parties agree that workloads may require the use of more than one evidence technician per scene per day.

Section 5: A Police officer who is assigned dispatch or jail guard services for any combination of one (1) hour or more while on duty shall be compensated with two (2) hours overtime.

Section 6: The assignment of civilians to bargaining unit members for the purpose of any ride-along program or training shall be done so at the discretion of the Chief of Police, scheduled in advance with reasonable notice and done so strictly on a volunteer basis. Officers who choose to participate in the Department ride-along program shall be compensated with one (1) hour of overtime for up to eight hours.

Section 7: Effective July 1, 2009, and each July 1st thereafter, bargaining unit members shall be credited with two (2) duty days of “personal time”. This time when used shall be taken in “full day” increments whether the member is on a twelve (12) or eight (8) hour shift schedule and shall be approved by the Officer in Charge up to seventy-two (72) hours in advance of the requested time and date. It is understood that personal time may not be accumulated and the use of personal time will not have priority over the use of furlough time but will over the use of compensatory time. Effective November 1, 2010, each police officer shall be credited with an additional two (2) duty days of “personal time” for a total of four (4) personal days per year.

ARTICLE 42

DURATION

This Agreement shall be effective the 1st day of July 2017, and shall remain in force and effect to and including June 30, 2023 or until amended or modified by mutual consent.

ARTICLE 43

FUTURE NEGOTIATIONS

Either party may, on or after March 1, 2023, serve a written notice upon the other party of its desire to amend or terminate this Agreement. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

ARTICLE 44

ANNUAL BASE SALARY

Section 1: The annual base maximum salary for a police officer having five (5) complete years of service as a police officer with the City shall be as follows:

July 1, 2017	2%	61,472.05
July 1, 2018	1%	62,086.77
July 1, 2019	1%	62,707.64
July 1, 2020	1%	63,334.72
July 1, 2021	1%	63,968.07
July 1, 2022	0%	63,968.07

Section 2: The annual base salary for police officers having less than five (5) complete years of service shall be as follows:

At Hire	\$40,000.00
After 1 Year	75% of maximum salary
After 2 Years	80% of maximum salary
After 3 Years	85% of maximum salary
After 4 Years	93% of maximum salary
After 5 Years	100% of maximum salary

ARTICLE 45
UNIFORM ALLOWANCE

Section 1: Each police officer, at the time of initial hiring, shall receive a first issue of a complete uniform which shall not include a "dress uniform" and shall thereafter keep and maintain an equivalent set of uniforms, in serviceable condition, neat and clean, at their own expense. Each police officer having more than one (1) complete year of service shall receive additional compensation, for the maintenance of same, of an annual allowance in the amount of two percent (2.0%) of the maximum base salary, which shall be payable on or before the 30th of June of each year.

Section 2: Effective July 1, 2009, each member shall receive an annual uniform allowance in the amount of two (2%) percent of the maximum base salary which shall be payable on or before the 30th of June of each year.

Section 3: An employee shall receive compensation in an amount necessary to replace any and all articles of his or her uniform or apparel that are damaged or destroyed in the line of duty within thirty (30) days.

Section 4: Effective July 1, 2020, bargaining unit members hired on or after April 13, 2011 and who have attained eight (8) full years of service, shall receive an additional two percent (2%) for a maximum uniform allowance of four percent (4%) percent of the maximum base salary which shall be payable on or before October 1st of each year.

ARTICLE 46
HOLIDAYS AND HOLIDAY PAY

Section 1:

A. Effective July 1, 2005, all employees shall be paid as provided for in Article 46 Section 2 at a pay rate of base wage for 12 holidays per year worked based on the following holidays:

New Years Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Employee's Birthday	Memorial Day

B. Effective July 1, 2009 and thereafter, bargaining unit members shall be paid for holidays as follows:

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

Section 2: Effective July 1, 2005, in lieu of paid holidays or holiday time off, each police officer shall be paid a lump sum equal to six and three-tenths percent (6.3%) of the employee's base wage salary (multiplied by the number of holidays to which entitled at .00525% per holiday). Holiday pay to be computed at base wage rate of salary based on Article 44.

A. Effective July 1, 2017, for bargaining unit members hired on or after April 13, 2011, the following holiday pay schedule shall become effective:

1. After 10 years of service, each police officer shall be paid an additional three percent (3%) for a lump sum equal to nine and three-tenths percent (9.3%) of the employee's base wage salary.
2. After 15 years of service, each police officer shall be paid an additional five percent (5%) for a lump sum equal to eleven and three-tenths percent (11.3%) of the employee's base wage salary.
3. After 20 years of service, each police officer shall be paid an additional seven percent (7%) for a lump sum equal to thirteen and three-tenths percent (13.3%) of the employee's base wage salary.

B. Effective July 1, 2017, for bargaining unit members whose Holiday lump sum pay was deferred in 2011 & 2012 and who have not been reimbursed, the following table shall apply:

1. The member shall receive an additional two percent (2%) benefit added to his or her holiday lump sum on or before December 1, 2018 to make his or her maximum benefit to be no more than eight and three-tenths percent (8.3%).
2. The member shall receive an additional two percent (2%) benefit added to his or her holiday lump sum on or before December 1, 2019 to make his or her maximum benefit to be no more than eight and three-tenths percent (8.3%).
3. The member shall receive an additional two percent (2%) benefit added to his or her holiday lump sum on or before December 1, 2020 to make his or her maximum benefit to be no more than eight and three-tenths percent (8.3%).
4. The member shall receive an additional two percent (2%) benefit added to his or her holiday lump sum on or before December 1, 2021 to make his or her maximum benefit to be no more than eight and three-tenths percent (8.3%).
5. The member shall receive an additional two percent (2%) benefit added to his or her holiday lump sum on or before December 1, 2022 to make his or her maximum benefit to be no more than eight and three-tenths percent (8.3%).
6. The member shall receive an additional two percent (2%) benefit added to his or her holiday lump sum on or before December 1, 2023 to make his or her maximum benefit to be no more than eight and three-tenths percent (8.3%).
7. The remaining balance shall be paid out and added to his or her holiday lump sum on or before December 1, 2024

- C. In the event the member separates from employment or enters DROP prior to full reimbursement, he or she shall be made whole for any remaining balance upon separation from employment or DROP enrollment.

This language shall apply and carry forward with him or her into the command unit if promoted.

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

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

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

ARTICLE 47 LONGEVITY PAY

Section 1: Police officers in the bargaining unit shall be paid longevity pay, commencing with the longevity pay due on or before December 1st, 2001, as determined by the hourly rate of pay in effect in the month of November, as follows:

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

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

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

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

Section 5: Police officers hired on or after April 13, 2011 shall not be entitled to a longevity benefit.

ARTICLE 48

OVERTIME COMPENSATION

Section 1: In the event that any police officer on a regular shift works more than eight (8) hours, such officer shall receive additional pay at the rate of time and one-half for such time over eight (8) hours. Scheduled overtime at the start of a shift is not call in time. In the event that any police officer on a regular twelve (12) hour shift works more than twelve (12) hours, such officer shall receive additional pay at the rate of time and one-half for such time over twelve (12) hours. Scheduled overtime at the start of a shift is not call in time.

Section 2: While an officer is on a eight (8) hour shift; in the event that an officer works a seventh (7th) day, such officer shall receive compensation at the rate of time and one-half, for such period, with a minimum guarantee of four (4) hours time at overtime pay for call in. If assignment is completed prior to four (4) hours, the officer can elect to go off duty and receive pay only for actual time worked or be given additional assignments to complete the four (4) hours. While an officer is on a twelve (12) hour shift; in the event that an officer works a fourth (4th) day, such officer shall receive compensation at the rate of time and one-half, for such period, with a minimum guarantee of six (6) hours time at overtime pay for call in. If assignment is completed prior to six (6) hours, the officer can elect to go off duty and receive pay only for actual time worked or be given additional assignments to complete the six (6) hours.

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

- A. A regular shift worked by an officer in lieu of such officer's regular vacation furlough time.
- B. For purposes of a twelve-hour (12) schedule, volunteer work on the day fourth (4th) day. For purposes of an eight-hour (8) schedule, volunteer work on the sixth (6th) day for the following non-regular police duty work such as:
- (1) Escorting funeral.
 - (2) Field Day work.
 - (3) Equipment maintenance and property room work.
 - (4) Such other police duties as may be mutually agreed upon from time to time.

For the excluded work above, the officer shall receive straight time compensation, with a minimum of four (4) hours. Six (6) hours if such officer is working a twelve (12) hour shift pay for call in on any given day.

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

Section 5: Effective July 1, 2009, a police officer may accumulate up to two hundred-forty (240) hours of compensatory time and upon separation of employment, be paid out for up to two hundred-forty (240) hours at the prevailing rate of pay.

Effective July 1, 2009, an Officer may elect to do any or all of the following options:

- A. Compensatory hours in excess of 240 may be converted to furlough time up to (48) hours (6 full days-eight hour shift or 4 full days-twelve hour shift) 30 days prior to the employee's anniversary to be credited for the following year.
- B. Compensatory hours in excess of (240) may be converted to sick time (1800 hour/(225) day maximum) in the months of March, June, September and December.

Converted time may not be converted back

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

Section 7: Compensatory time may also be accumulated by working a furlough day. An employee must give a minimum of seven (7) days notice, in writing that he/she wishes to work his/her furlough day.

- A. An employee volunteering to work his/her furlough day shall earn compensatory time at time and one-half for hours worked. (Example: working 12 hours shall earn 18 hours compensatory time, working 8 hours shall earn 12 hours compensatory time). A maximum of forty-eight (48) hours shall be allowed to be converted from anniversary date to anniversary date (not to exceed contractual maximum).

Converted time may not be converted back.

- B. Requested compensatory off time shall be granted by the Officer in Charge up to forty-eight (48) hours in advance of the requested time and date.

Section 8: On or before October 1, 2017 and each year thereafter, bargaining unit members shall have up to twenty (20) hours of unused compensatory time paid out at the prevailing rate provided that he or she has at least two hundred-sixty (260) hours of compensatory time in his or her bank. On or before December 31, 2017 and year thereafter, bargaining unit members shall have up to twenty (20) hours of unused compensatory time paid out at the prevailing rate provided that he or she has at least two hundred-sixty (260) hours of compensatory time in his or her bank.

The language in this section shall not apply to members who enrolled in DROP prior to July 1, 2017. This language shall however apply to any member who enrolls in DROP on or after July 1, 2017.

ARTICLE 49

COURT TIME COMPENSATION

Section 1: Effective July 1, 2009, each police officer, when required to attend any court at a time other than regular working shift, shall be paid at a rate of time and one-half the officer's regular rate for actual court time with a minimum guarantee of three (3) hours overtime or (4.5) hours compensatory time at officer's option for 20th District Court appearances and four (4) hours overtime or (6) hours compensatory time at officer's option for court appearances in any other court.

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

Section 3: Circuit Court Subpoenas.

- A. All future circuit court subpoenas will be served to the officer involved under the direction of the Deputy Chief of Police. The times and dates listed on the subpoena may be altered, depending on the circumstances of the case and depending on what date the officer's testimony is needed in circuit court.
- B. Any officer receiving a circuit court subpoena in the future shall respond to the court at the date and time specified unless otherwise notified by competent authority that the case has been cancelled or adjourned. In most cases, the Deputy Chief of Police will update the subpoena one day because of the fact that witnesses are not usually required to testify on the first day of trial. However, if on the first day of the trial the defendant should plead guilty, or the court should otherwise dispose of the cause, the officer will be notified immediately to cancel that officer's subpoena notice. If an officer is subpoenaed to circuit court on a leave day or furlough day, such officer may have the option of being placed on call rather than making a mandatory appearance by notifying the officer in charge of the case and leaving a telephone number where such officer may be reached.

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

ARTICLE 50

VACATIONS

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

Section 2: Effective July 1, 2009, and with each officer's anniversary date each police officer in the bargaining unit shall receive any/all vacation time converted to hours as follows:

	<u>Hours</u>	<u>8 hour shift</u>	<u>12 hour shift</u>
After 1 full year=	116 hours	14 days+4 hours	9 days+8 hours
" 2 full years=	156 hours	19 days+4 hours	13 days
" 3 full years=	172 hours	21 days+4 hours	14 days+4 hours
" 4 full years=	188 hours	23 days+4 hours	15 days+8 hours
" 5 full years=	196 hours	24 days+4 hours	16 days+4 hours
" 6 full years=	236 hours	29 days+4 hours	19 days+8 hours
" 10 full years=	244 hours	30 days+4 hours	20 days+4 hours
" 11 full years=	252 hours	31 days+4 hours	21 days
" 12 full years=	260 hours	32 days+4 hours	21 days+8 hours
" 13 full years=	268 hours	33 days+4 hours	22 days+4 hours
" 14 full years=	276 hours	34 days+4 hours	23 days
" 15 full years=	284 hours	35 days+4 hours	23 days+8 hours
" 16 full years=	292 hours	36 days+4 hours	24 days+4 hours

All earned vacation time shall only be taken in full day increments (i.e. 8 hour shift=8 hours and twelve hour shift=12 hours etc.) and any/all excess time earned less than 12 hours when used may not be broken up (must be used in its entirety) and at the officer's option, may also be converted as provided for in Article 48 Section 7(a). Keeping in mind any furlough time used will be considered a "choice" used.

Any/all "excess" time earned less than 12 hours may be reported to the Uniform Division Captain within a 15 day grace period of such time earned for a credit to the officer's CT bank, or in the case of furlough, on or before the officer's anniversary date.

- a. Effective November 1, 2010 a police officer shall receive an additional forty-eight (48) hours of furlough for a new maximum of two hundred ninety-two (292) hours.

Section 3: For purposes of the 8 hour shift, when a police officer shall be entitled to one hundred forty-eight (148) hours or more, eighty (80) hours must be taken between the months of October 1st and April 1st. For purposes of the 12 hour shift, when a police officer is entitled to one hundred forty-eight (148) hours or more, sixty (60) hours must be taken between the months of October 1st and April 1st.

Section 4: The winter and summer vacations may be taken together with the permission of the Chief.

Section 5: Choice of vacations shall be by seniority on a shift basis.

Section 6: Winter and summer vacations may be split with seniority applying to employee's first choice only. Subsequent choices shall be granted provided there is no conflict with another employee's first or lower choice whether the individual works the choice or takes the time off. Employee's choices made shall be recorded and kept by the Shift Supervisor and subsequent choices shall be equalized by the amount used least to most. (Example; an employee wishing to use a 3rd furlough choice shall be granted the time off before an employee wishing to use a 4th furlough choice and so on). In the event more than one employee wishes to use an identical choice, seniority shall apply.

Section 7: Illness or disability certified by a doctor's certificate occurring during an employee's scheduled vacation period or funeral leave shall not be charged against vacation time; but in the event of illness, same shall be charged against sick leave.

Section 8: Upon resignation, retirement or death of a police officer, full pay shall be due to the police officer or such officer's estate for all vacation time not used during the current calendar year.

Section 9: The City shall schedule and administer vacations. Employees shall submit their choice of summer and winter vacations not less than thirty five (35) calendar days prior to the time identified in the selection and supervisor's decision shall be returned no later than thirty (30) calendar days prior.

- A. "Short Term" vacation approval: normal vacation approvals/guidelines will not change (2 officers on day shift per slot, 1 officer on afternoon shift per slot, 3 officers on midnight shift per slot) with thirty (30) day approval. Short term vacation time may be approved within the normal thirty (30) day approval deadline (personnel standards permitting). Officers may submit a short term vacation request at least seven (7) days in advance of time identified in the selection and supervisor's decision shall be returned no later than five (5) calendar days prior. Approvals will not take shifts below the minimum required officers to start unless special approval from the shift O.I.C. The above guidelines will be in addition to any officer(s) that are currently on vacation through the normal procedure. Lastly, short term vacation time may be taken on a "back to back" basis and separate requests must be submitted, however a maximum of thirty-six (36) hours may be taken as any one (1) request and each approved request will be considered one (1) choice.

Section 10: All vacation time must be taken in the year following the year in which earned except as provided for in Section 12 of this article.

Section 11: A single furlough choice shall not end and start again interrupted by the intentional use of any other earned time (i.e. personal, compensatory time & trade works etc.). With any interruption, the subsequent remaining use of furlough shall be deemed another choice and shall fall within the guidelines of Section 6 of this Article.

Section 12: Effective November 1, 2010 a police officer may now bank up to two-hundred forty-four (244) hours of furlough time. However, it is understood a police officer may only use up to two hundred ninety-two (292) hours of furlough time per year (anniversary date to anniversary date). At time of normal retirement, DROP enrollment, duty disability retirement or death (as provided for elsewhere in this agreement), any/all furlough time shall be addressed in accordance with and as provided for in Article 58 Section 11 (e) of this agreement.

ARTICLE 51

BEREAVEMENT LEAVE

A police officer shall be entitled to nine (9) calendar days per bereavement leave to make preparation for and attend the burial and bereavement of an immediate member of the officer's family within three hundred (300) miles (round trip) of the City of Dearborn Heights. An immediate member of the family for this purpose shall be deemed a husband, wife, children, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, daughter-in-law, son-in-law, foster parents, step father, step mother, step brothers and step sisters as well as step children and any persons living within the same household even if not related by blood or marriage. The officer shall also be entitled to five (5) calendar days for the bereavement of grandparents-in-law or grandchildren if within three hundred (300) miles (round trip) of the City of Dearborn Heights. One additional calendar day for travel will be given for bereavements over three hundred (300) miles (round trip).

Any additional necessary bereavement leave time shall be charged against accumulated sick leave time. The additional time is subject to the approval of the Chief, and the Chief's refusal to grant the extension, is subject to the grievance procedure of this contract.

A police officer shall be entitled to one (1) calendar day to actually attend the bereavement service for an aunt or uncle.

ARTICLE 52

SICK LEAVE

Section 1: A sick leave day for the purpose of this Article shall mean a regular duty day.

Section 2:

A. Effective January 1, 1994 the schedule shall be:

First year	6 days
Second year	9 days

Sick days will be credited to police officers in this category in a lump sum. Sick days will be reduced by the number used. An officer will not be allowed to use more than six (6) sick days in their first year of employment. After the first year of employment, an officer will receive an additional nine (9) sick days in their sick bank. If an officer quits or is terminated prior to the start of their third year of employment, the lump sum amount will be recomputed based upon the 1/2 sick day earned per month worked for the first year of employment and 3/4 sick day worked for the second year of employment. The recomputed computation will be the basis of any payout due the officer.

Third year	12 days
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In the third year of employment, officers will earn one (1) sick day per month worked. They will not earn sick days on a lump sum basis.

For the purposes of determining whether or not an officer earned all of the sick days in lump sum above or is credited with one (1) sick day per month worked, a month worked is defined as any month in which an officer actually works or is on an approved vacation or other earned time off for sixteen (16) or more days. A month worked is defined as any month in which an officer actually works or is on approved vacation or other earned time off for eleven (11) or more days for purposes of the twelve (12) hour shift schedule.

- B. Beginning January 1, 1999 and continuing on each January 1st thereafter, the City shall credit each employee's sick day bank with one (1) additional sick day, as partial return for the deletion of employee personal days.

Section 3: Effective July 1, 2005, a police officer may use and shall be charged sick time for regular duty days not worked because of illness, injury or a scheduled medical or dental procedure or checkup. The City recognizes that sometimes a family member's illness or injury requires the employee's time and care. For that reason, The City allows police officers to use accrued sick time for the care of an eligible family member. If the time off is for the care of a family member with an illness, sick time may be used for those family members in the following circumstances:

1. the care of an eligible family member who is ill or injured
2. accompanying an eligible family member to a scheduled medical or dental procedure or checkup
3. attending to an eligible family member who is hospitalized

Medical and Dental Appointments: Employee's need to make appropriate arrangements in advance with their supervisor. Accrued sick time may be used for scheduled medical and dental appointments.

Family member shall be defined as:

Sons & Daughters (Sons and daughters include biological, adopted, or foster children, stepchildren, and legal wards under 18. Children older than 18 are covered if they are unable to care for themselves due to disability.

Spouses (through statutory or common-law marriage) or any persons living within the same household even if not related by blood or marriage.

Parents (Biological, adoptive, step or foster parents).

Effective July 1, 2005, each employee in the bargaining unit will be allowed to use twelve (12) sick days per year for purposes as set forth in this Article. These twelve (12) sick days can be used throughout the course of the annual year without penalty or incidence. If the employee uses more than twelve (12) sick days annually, "banked" sick time may be used in conjunction with this Article or in conformance with Article 59 provided the employee supplies the employer with written proof of illness or injury from a physician for said employee or persons covered in this Article. If employees meet these criteria, no "incident" shall be charged to them, nor shall this day be charged against the employee's twelve (12) "allowed" sick days per year, if the employee supplies the employer with prior documentation of one of the above reasons at least five (5) days in advance. The only exceptions to this rule are emergency situations and contractually approved absences such as bereavement leave etc. Employees who fail to comply with the above requirements will be charged with an "incident". When an employee reaches his or her eleventh (11th) allowed sick day, the employee will receive a conference with the City to allow the City to remind the employee of this policy and its disciplinary implications. Any employee who exceeds the twelve (12) allowed sick days (excluding approved leaves) will be subject to the City's "no fault" attendance policy explained as follows:

One (1) day=1 incident

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

- 1st incident - written warning
- 2nd and subsequent incidents - progressive discipline

When an employee has one (1) absence incident, the employee will receive a conference with the City in which the City will provide the employee an opportunity to explain their absence. The person will be given an opportunity to provide a credible written medical opinion (not a conclusory statement) by a medical doctor or doctor of osteopathy as a medical explanation for such incident. This conference will also allow the City to once again explain this policy and its disciplinary implications in case of continued incidents. At this conference the City will either enforce or adjust the "no fault" incident policy at the City's sole discretion.

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

- A. Employees may accumulate up to two hundred twenty-five (225) sick days.
- B. Employees who attain maximum accumulation of sick days may at their option use or schedule off with reasonable notice, the excess earned sick day per month without any recourse from the City provided the excess sick day accumulation does not fall below the maximum days earned nor cause overtime to be scheduled.

Section 5: All police officers in the bargaining unit who are injured or become ill in the line of duty as defined by the Workers Compensation Law shall be carried on the City payroll at no loss of take home pay for a period not to exceed one (1) year from the date of injury. The employee shall continue to earn sick leave, vacation leave, longevity pay, hospitalization, life insurance and shall have continuous service for seniority. The police officer shall receive uniform allowance at a pro-rated rate per month of service on active duty prior to the date of such illness or injury. The employee shall not earn uniform allowance during the period of this special leave; provided such employee shall not be docked for the first thirty (30) days of such leave.

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

Retroactive United States Government Social Security Administration Disability payments covering any period for which the City made a differential payment shall be payable to the City to the extent of such differential paid and for the period of the benefit but not to exceed payment for period following one year from the date of injury.

- A. No employee under the provisions of this Section shall, in conjunction with the provisions of this Section or any insurance plan be entitled to receive more than 100% of the employee's actual wage loss. It is understood and agreed that the City shall not be permitted to offset income earned by the employee from non-City employment held at the time of injury; provided that if the employee works additional hours after the injury the City shall be permitted to offset such income but only to the extent such income is attributable to such expanded hours.
- B. An employee unable to perform police duties but able to perform the duties of any other job or profession shall have offset against any City liability, wages paid from employment secured after the date of injury.
- C. The term "physician" as used in this Agreement shall mean a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.).

Section 6:

- A. When a police officer's employment terminates by reason of retirement or death, the employee or the employee's designated beneficiary (or if no beneficiary has been designated, then as provided for by law), respectively shall be entitled to full pay for all accumulated sick days. (to be paid in eight (8) hour increments). See Attachment "Designation of Beneficiary"
- B. For reasons other than the above, a police officer shall be paid one-half (1/2) of accumulated eight (8) hour increment sick leave days upon severance of employment.

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

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

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

Section 8: Effective February 15, 2010, and February 15th each year thereafter, at the employee's option, the City shall pay for earned sick days in excess over two hundred twenty-five (225) days at the rate of one-half (1/2) day's pay for each (eight hour increment) sick day.

Section 9: The City at its option shall be permitted to offer to purchase banked sick days (in eight hour increments) from time to time provided that the sale of such days is at the employee's option and the number purchased reduces the employee's maximum contractual accumulation by the number purchased by the City. Employees will not be allowed to reduce their banks below one hundred (100) days using the buy out program.

ARTICLE 53

SICKNESS AND ACCIDENT INSURANCE

The City shall procure and maintain at its own expense, insurance provided for each police officer for non-duty sickness or accidents, weekly benefits for twenty-six (26) weeks in the amount of five hundred dollars (\$500.00) a week, but the police officer must use that officer's sick time first. Any other benefits a police officer may receive, such as Social Security, etc., shall not be used to reduce any benefit provided for herein.

ARTICLE 54

LIFE INSURANCE

Section 1: The City shall procure and maintain at its own expense a policy of life insurance on the life of each police officer in the amount of fifty thousand dollars (\$50,000) with a double indemnity provision for accidental death and scale coverage dismemberment.

Section 2: Police officers who retire from the DHPOA bargaining unit after July 1, 2009, shall receive a ten thousand (\$10,000) life insurance benefit payable to a beneficiary designated by the retired employee. The City shall pay the premium for such insurance coverage.

ARTICLE 55

GENERAL INSURANCE PLAN PROVISIONS

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

Section 2: Benefits for otherwise eligible new employees will become effective on the 91st day after the employee's hire date.

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

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

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

ARTICLE 56

HEALTH CARE

Section 1:

- A. Effective February 1, 2011, each active member shall contribute twelve percent (12%) of the employee's cost premium not to exceed four percent (4%) of the employee's base annual wage as it appears in the wage schedules of this and succeeding agreements. Employees hired after February 1, 2011, shall contribute twelve percent (12%) of the employee's cost premium not to exceed six percent (6%) of the employee's base annual wage as it appears in the wage schedules of this and succeeding agreements. At the employee's option, such payment may be made in accrued sick time, provided that if sick time is used, the maximum number of sick days allowed under this agreement shall be correspondingly reduced. The remaining balance after payment will be reimbursed to the employee by the City, payable by check. This check shall not count toward pension FAC. A member shall be allowed to use accrued sick days in excess of the maximum to pay for health insurance co-pay, provided that the full value of the sick days is credited toward this payment.
1. The new premiums as outlined above shall be implemented on or about February 1, 2011 and shall be frozen for three (3) years after which time on or about February 1, 2014, the premiums will be recalculated and adjusted bi-annually. (every even year thereafter)

B. **Prescription Drug Insurance:** Prescription drug co-payments will be \$10 for generic drugs and \$40 for brand name (non-generic) drugs.

1. Prescriptions will be subject to Blue Cross Blue Shield's standard prior authorization, step therapy, and mandatory generic programs.
1. If a prescription is written by the employee's doctor for a 90 day supply, employees will be responsible for two co-payments for the 90 day supply.
2. An open formulary will be offered to all covered employees and dependents.

Persons who have been on a prescribed drug for at least one-hundred eighty days (180) prior to any new health care provisions taking effect shall be "grandfathered in" and shall be exempt from any "Step Therapy" program as outlined in Section 1(b)(1).

C. IMB-OB and the DCCR Rider Premium to be paid by the City.

D. In the event that death results to a member in the line of duty or a member who becomes totally incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of that officer's employment by the City and retired by the Board, the employee's surviving dependents shall have coverage as set forth in A, B, and C above. Spouse ceases to be covered upon remarriage. Each child (who is related by birth, marriage, legal adoption, or legal guardianship) ceases to be covered upon reaching age 26 or as provided for by federal law.

Medically Proven "Special needs" children shall remain covered regardless of age.

E. Delete riders VST, FAE and the N710 Reciprocity rider for all persons.

F. **Dental Insurance:** The City will maintain a dental plan providing the following benefit level:

Class I (preventative) – 100% (\$2,500 annual maximum on Class I, II, and III)

Class II (restorative) – 100% (\$2,500 annual maximum on Class I, II, and III)

Class III (major) – 80% (\$2,500 annual maximum on Class I, II, and III)

Class IV (orthodontics) – 75% (\$5,000 lifetime maximum) (no age limit).

The City will maintain the same policy into retirement for any member hired prior to April 13, 2011.

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

The City will maintain the same policy into retirement for any member hired prior to April 13, 2011.

H. Effective July 1, 1998, the City will provide Blue Cross Community Blue to all employees otherwise eligible for Blue Cross PPO.

I. All newly negotiated health care benefits shall take effect on February 1, 2011 unless otherwise stated in this contract.

Benefit Certificate 42080 (or new group number) and the following riders:

BMT DC GLE-1 HMN

Prescription Drug "Preferred Rx" Group benefit certificate.

Members currently enrolled in an HMO have an option, at time of contract ratification by the City, to enroll in Community Blue. New members coming into this unit may enroll in Community Blue at the first Open Enrollment following their entry into this unit by notifying the Human Resource Department and completion of the necessary paperwork.

J.

Medical/Hospitalization Insurance: The City will offer employees a choice of a PPO and HMO insurance as selected and administered by the City. To this extent, the City will offer:

- a. Blue Cross Blue Shield Community Blue Plan 2 (PPO) – which includes the following:
 - i. \$500-per person per calendar year of wellness and preventative service
 - ii. \$100/\$200 annual deductible
 - iii. \$20 fixed office co-payments for office visits
 - iv. \$50 fixed emergency room co-payments (which is waived if admitted)
 - v. \$20 fixed urgent care co-payments
 - vi. \$500/\$1,000 out of pocket coinsurance maximums
 - vii. \$10/40 copayment for prescription drugs for active employees and \$0/15 for DROP participants and retirees entitled to post-retirement healthcare.

- b. Health Alliance Plan (HAP) (HMO) – which includes the following:
 - i. \$100/\$200 annual deductible
 - ii. \$10 fixed office co-payments for office visits
 - iii. \$50 fixed emergency room co-payments (which is waived if admitted)
 - iv. \$20 fixed urgent care co-payments
 - v. \$10/40 copayment for prescription drugs for active employees and \$0/15 for DROP participants and retirees entitled to post-retirement healthcare.

Persons on the payroll September 1, 1986 may at employee's option participate in a City offered HMO program but having selected must remain in the program for a minimum of one year.

K.

Effective November 1, 2010, bargaining unit members shall be credited with two (2) additional personal days for a total of four (4) and will be shown in Article 41 Section 7.

L.

Effective November 1, 2010, bargaining unit members shall be credited with an additional forty-eight (48) hours of furlough time for maximum total of (292) hours and will be shown in the table in Article 50 Section 2.

Section 2:

- A. For a police officer who retires under Public Act 345 on or before June 30, 1990, the City shall provide the same hospitalization as that police officer had at the time of retirement, which includes spouse and dependents.
- B. For a police officer who retires on or after July 1, 1990, hospitalization benefits levels shall be the same as then active employees. In determining benefit level equivalence, Medicare-Medicaid complementary coverage shall continue to be presumed to be a Medicare eligible employees' retirement health program. Retiree is responsible for the costs associated with Medicare Part "B" and will be responsible for any additional or increased participation costs imposed by the Medicare or other governmentally sponsored health related programs affecting retirees, subject to the coordination of benefits as set forth above.
- C. It is specifically understood by both parties that effective July 1, 2009, for persons in the bargaining unit as of July 1, 2009, the following language shall apply:

Effective July 1, 2009, for a police officer who retires under Public Act 345 and/or enrolls in DROP on or after July 1, 2009, hospitalization/healthcare benefits levels shall be the same as that police officer had at the time of retirement and/or DROP election with the exception of drug co-pays as outlined below in Section 2(c)(1) which includes spouse and covered dependents/children. In determining benefit level equivalence, Medicare-Medicaid complementary coverage shall continue to be presumed to be a Medicare eligible employees' retirement health program. Retiree is responsible for the costs associated with Medicare Part "B" and will be responsible for any additional or increased participation costs imposed by the Medicare or other governmentally sponsored health related programs affecting retirees, subject to the coordination of benefits as set forth above.

1. It is further understood by both parties that language contained herein applies to employees in the bargaining unit as of July 1, 2009. DROP participants shall be considered retired for health care purposes and at time of DROP enrollment and/or normal retirement, duty disability retirement or death (as provided for elsewhere in this agreement), the prescription drug co-payments shall be reduced to zero (\$0) dollars for generic drugs and fifteen (\$15) dollars for brand name (non-generic) drugs. This is to include spouse and covered children/dependents.

Each child (who is related by birth, marriage, legal adoption, or legal guardianship) ceases to be covered upon reaching age 26 or as provided by federal law.

Medically proven "Special needs" children shall remain covered regardless of age.

A retiree's cost share contribution shall continue to be up to one percent (1%) of retiree's Act 345 retirement benefit. If under current premium formula the cost share to retirees is less than one percent (1%), the retirees will pay the lesser amount until the cost sharing amount reaches one percent (1%) or more and then the one percent (1%) formula takes effect. Upon reaching the age of sixty-five (65) the member's Act 345 retirement benefit contribution as provided for in this section shall thereby be reduced to five-tenths percent (.5%). DROP participants may have this cost share deducted from his/her DROP account (the one percent (1%) formula shall not include any DROP interest which has accrued and shall still be based on the retiree's ACT 345 benefit only) or at the employee's (or designated beneficiary where applicable) option, this cost may be deducted from any further lump sum payout upon separation from employment or death.

The language as outlined above shall be afforded to all police officers in the bargaining unit as of July 1, 2009 and any changes in hospitalization/ health/drug/optical or dental care benefits shall not adversely affect present or future retired police officers in the bargaining unit as of July 1, 2009. However, changes may be improved.

- D. The City shall not be required to cover the retiree who is covered under another hospitalization plan or becomes covered while being covered under the City retiree plan, provided, however, the coverage shall continue and shall not be terminated if the City is reimbursed for said premiums within ninety (90) days after notifying the retiree of amount of premium due, and said retiree's coverage shall remain in full force and effect. The City shall resume payments on behalf of the retiree when such other hospital plan coverage ceases.
- E. Should an full-time employee or retiree, once receiving a healthcare "opt-out" stipend, cease to be covered by another plan, such active employee or retiree may be reinstated by filing a written application for such coverage to be reinstated pursuant to this Agreement, if the active employee or retiree meets eligibility requirements.
- F. The retiree's coverage shall not be changed to include any other persons being covered under the hospitalization plan after that person's separation from employment.
- G. Effective July 1, 2005, retirees and/or DROP participants will contribute up to one percent (1%) of Act 345 retirement benefit. If under current premium formula the cost to retirees is less than one percent (1%), the retirees will pay the lesser amount until the cost sharing amount reaches one percent (1%) or more and then the one percent (1%) formula takes effect. Upon reaching the age of sixty-five (65) the member's Act 345 retirement benefit contribution as provided for in this section shall thereby be reduced to five-tenths percent (.5%).
- H. Effective July 1, 2005, It is understood that Retiree health insurance is only provided for persons who are DROP participants, duty, non-duty disability retirees or who have twenty-five (25) years of credited police service (Including previously purchased or credited military, police, cadet or "open" time in conjunction with active service) without regard to age. This is to include spouse and covered children/dependents.
- Each child (who is related by birth, marriage, legal adoption, or legal guardianship) ceases to be covered upon reaching age 26 or as provided by federal law.
- Medically proven "Special needs" children shall remain covered regardless of age.

Section 3: The City reserves the right to subrogation and recovery of amounts paid by the City, or its health insurance plans, on behalf of a person covered by a City health insurance plan(s) because of an injury in which the person covered by the City's health insurance plan is entitled to recovery or is paid damages by another party.

Section 4: No health insurance plan of the City in conjunction with any other group health plan or plans without limit as to source or nature shall be construed so as to require payment of more than 100% of the employee's actual loss.

Section 5: Upon becoming eligible for Medicare benefits, benefits for any retiree or person covered through or because of such retiree will continue to be subject to coordination of benefits. If such retiree or other person fails to enroll for Medicare, benefits will be paid as though such retiree or other person had enrolled.

Section 6:

A. **Opt-Out Stipend:** In the event a permanent full-time employee elects to waive coverage under the City's healthcare plan, they shall be compensated at \$2,500 per contract year if the alternative plan is not with the City. In the case of married City employees, whereby both are eligible to receive benefits, the employee who opts out of the insurance will receive \$1,250. **(This will carry forward into the employee's retirement.)**

1. The City will continue to provide retired employees who opt-out of the medical and prescription drug insurance with dental and vision coverage but not less than that in effect immediately prior to retirement and/or DROP election.

B. The employee may elect to discontinue or retain coverage at any time provided it is within the window period offered by the City (October 1 through November 1).

Section 7: For a police officer who retires under Public Act 345 on or after July 1, 2004, the City shall provide that police officer with the same or equivalent optical and dental coverage as active bargaining unit members but not less than that in effect immediately prior to retirement and/or DROP election.

Section 8:

A. **Effective July 1, 2017, for all bargaining unit members who are enrolled in DROP.** Police officers who are DROP participants shall be considered retired for healthcare purposes. During DROP participation and upon separation of employment, a retiree's cost share contribution shall continue to be up to one percent (1%) of the retiree's Act 345 retirement benefit. If under the current premium formula the cost share to retirees is less than one percent (1%), the retirees will pay the lesser amount until the cost sharing amount reaches one percent (1%) or more and then the one percent (1%) formula take effect. Upon reaching the age of sixty-five (65), the member's Act 345 retirement benefit contribution as provided for in this section shall thereby be reduced to five-tenths percent (.5%). DROP participants may have this cost share deducted from his/her DROP account (the one percent (1%) formula shall not include any DROP interest which has accrued and shall still be based on the retiree's Act 345 benefit only) or at the employee's (or designated beneficiary where applicable) option, this cost may be deducted from any further lump sum payout upon separation from employment or death.

As a matter of clarification, it is understood that retiree health insurance is and will be afforded to all persons (DROP participants, retirees, members and survivor beneficiaries) eligible to receive any type of pension benefit under Act 345, except for employees hired on or after April 13, 2011.

B.

Effective January 1, 2018, for all active employees not enrolled in DROP:

The City shall provide full-time employees the ability to select health insurance coverage from at least four (4) PPO options. At least one (1) of these options will be a PPO with in-network benefits including but not limited to: a deductible of \$100 single; \$200 family; plan-paid coinsurance of 90%; coinsurance annual maximum of \$500 single; \$1000 family; office visit copay of \$20; emergency room copay of \$50; and prescription drug copays of \$10 generic; \$40 brand formulary and \$40 brand non-formulary. Mail order prescriptions will require two (2) copays for a 90-day supply of medications.

1. One of four (4) PPO options shall also be a Health Savings Account qualified plan.
2. All active non-DROP employees as of January 1, 2018 will be required to share in the cost of their healthcare through the City in accordance with P.A 152 as that Act is implemented by the City. In the event P.A. 152 is amended or repealed, the City and the Union agree to open up the contract for negotiations for healthcare only. It is the intent of the City to adopt the hard cap starting January 1, 2018. If the City opts out of P.A. 152, an active non-DROP participant bargaining unit member's contribution **shall not exceed** five (5%) percent of the employee's base wage as it appears in the wage schedules of this and succeeding agreements.
3. In the event a permanent full-time employee elects to waive coverage under the City's healthcare plan, he or she shall be compensated at \$2,500 per plan year if the alternative plan is not with the City. In the case of married City employees whereby both are eligible to receive benefits, the employee who opts out of the insurance will receive \$1,250.
4. In the event the City opts to switch its participation choice in accordance with P.A. 152 in any plan year, (whether hard cap, 80/20 or otherwise), the Union, at its sole discretion, may re-open and negotiate this agreement for healthcare only.

1. The HSA plan shall have an indexed deductible that adjusts to the annual minimum guidelines for compliance as a Qualified High Deductible Health Plan as defined by the IRS, Single \$1300.00 and family \$2600.00. The total deductible and out of pocket maximum shall not exceed Single- \$2250.00 and Family- \$4500.00. The HSA plan shall have a zero percent (0%) coinsurance. The Union reserves the right to bargain with the City administrator of the Health Savings Account for all members. The City shall contribute to each member's HSA account on January 1, 2018 and every January 1st thereafter. Members receiving 2-person or Family HSA plan shall receive \$1300.00 annually. Members receiving Single Person HSA Plan shall receive \$650.00 annually. Members shall have the option to contribute to their HSA account through payroll deduction up to the maximum annual amount as defined by the IRS guidelines.
2. In addition, the City shall offer all bargaining unit members who elect an HSA plan an online healthcare option with a zero (\$0) dollar co-payment, zero (\$0) dollar cost-share and zero (\$0) dollar out-of-pocket maximum through BCBSM AMWELL or an equivalent provider. All eligible bargaining unit members who elect one of the PPO plans shall have an online healthcare option with a five (\$5) dollar co-payment, zero (\$0) dollar cost-share and maximum five (\$5) dollar out-of-pocket through BCBSM AMWELL or an equivalent provider as agreed to by the City and the Union.
3. The City and Union shall meet annually prior to open enrollment to review and design (if needed) the medical plan options not specified in Article 56 with the objective of giving employees a range of options that may decrease employee costs.

C. **Effective January 1, 2018, for bargaining unit members hired before April 13, 2011 and who retire under Act 345 or enroll in DROP:**

1. Healthcare benefits while in the DROP and/or retirement may be the same as the member had at time of DROP enrollment and/or normal retirement, duty disability retirement or death. This is to include spouse and covered children/dependents. There will remain a PPO plan with the prescription drug co-payment reduced to zero (\$0) dollars for generic drugs and fifteen (\$15) dollars for brand name (non-generic) drugs. Mail order prescriptions will require two (2) copays for 90-day supply of medication.
While in the DROP, the member's insurance premium cost share contribution through the City shall be in accordance with P.A 152 until such time he or she separates from employment.

Upon separation of employment, retirees will contribute up to one percent (1%) of Act 345 retirement benefit. If under current premium formula the cost to retirees is less than one percent (1%), the retirees will pay the lesser amount until the cost sharing amount reaches one percent (1%) or more and then the one percent (1%) formula takes effect. Upon reaching the age of sixty-five (65) the member's Act 345 retirement benefit contribution as provided for in this section shall thereby be reduced to five-tenths percent (.5%).

2. Upon Medicare eligibility, retirees must enroll in Medicare Part A and B. A retiree shall be responsible for the costs associated with Medicare and will be responsible for any additional or increased participation costs imposed by the Medicare or other governmentally sponsored health-related programs affecting retirees. Retirees shall be subjected to any and all deductibles as required by Medicare. Medicare-eligible retirees shall receive a Medicare Advantage plan or Medicare complementary coverage. In the event a permanent DROP participant elects to waive coverage under the City's healthcare plan, he or she shall be compensated at \$2,500 per plan year if the alternative plan is not with the City. In the case of married City employees whereby both are eligible to receive benefits, the employee who opts out of the insurance will receive \$1,250.

D. **Effective January 1, 2018, for all bargaining unit members hired on or after April 13, 2011 who retire under Act 345 or enroll in DROP:**

1. Healthcare benefits while in the DROP may remain the same as the member had at time of DROP election until his/her separation from employment. This is to include spouse and covered children/dependents. While in the DROP, the member's insurance premium cost share contribution through the City shall be in accordance with P.A 152 until such time he or she separates from employment.

In the event the DROP participant elects to waive the City's healthcare plan, he/she shall be compensated at two-thousand five-hundred (\$2,500) per plan year if the alternative plan is not with the City. In the case of married City employees, whereby both are eligible to receive benefits, the employee who opts out of the insurance will receive one-thousand two-hundred (\$1,250).

2. The City shall not provide post-retirement healthcare insurance after separation from employment.

The employee shall contribute three (3%) percent of his/her base wage per pay period to the "Medical Expense Reimbursement Trust" in lieu of a retiree healthcare benefit. The City shall contribute an additional one (1%) percent. This contribution will be withheld from the employee's pay throughout their tenure with the City and the City remains responsible for investing the contribution into the trust.

E.

For police officers hired on or after April 13, 2011, who retire and separate employment under Public Act 345, whom are not entitled to post-retirement healthcare, the City shall provide a stipend in the amount of fifty (50%) percent of that retiree's chosen post-retirement healthcare premium cost plan **(up to a maximum of five thousand (\$5,000) dollars).**

This stipend shall be paid to the retiree (or retiree's spouse in cases where the retiree has pre-deceased his/her spouse) on or about December 1st of each year for the following plan year and is not intended to cover any premium related to the Medicare Parts (A, B, or D). The retiree shall submit documentation to the City prior to December 1st of each year showing the retiree's enrollment plan and cost share for the following year.

ARTICLE 57
EDUCATIONAL BENEFITS

Section 1:

- A. The City of Dearborn Heights, upon written application will pay for tuition and textbooks for police officers taking job related courses or courses offered in the Police Administration curriculum with the conditions hereinafter set forth for books and tuition will be made to the employee by the City after completion of courses where a grade of "C" or better is attained. All courses must be in accordance with Police Administration and curriculum. The police officer must pass the course with a credit and receipts have to be furnished upon completion in order to be reimbursed. Certificates or diplomas received shall become a part of the police officer's Civil Service Personnel Jacket.
1. The courses taken must relate directly to police work or be a part of a recognized Police Administration Degree curriculum.
 2. Grants or scholarships by the federal government, state government, college or other sources shall be turned over to the City or deducted from the City reimbursement program.
 3. Employees claiming reimbursement must prove and sign they paid the amount sought reimbursed for either books or tuition.
- B. Officers shall not be obligated to seek City reimbursement for tuition or books and may elect to secure an education completely at their own expense. Officers not seeking reimbursement for tuition or books shall not be subject to the provisions of paragraph (A)(3) above.
- C. The Union shall receive copies of a list of training classes available which the City intends to send officers to.
- D. Effective July 1, 2017, The City of Dearborn Heights shall no longer pay for tuition and textbooks for a member taking courses after he or she enters into the DROP. Members who are currently enrolled in an educational program and in the DROP as of July 1, 2017 shall be entitled to continue and complete the program and be reimbursed.

ARTICLE 58
PENSION

Section 1: Effective July 1, 1993 and thereafter, a police officer then in the bargaining unit that retires shall be entitled to a pension, pursuant to Public Act 345 at the rate of two and eight tenths percent (2.8%) multiplier from the officer's date of hire as a police officer (does not include Cadet time).

Effective July 1, 2006 and thereafter, a police officer then in the bargaining unit that retires shall be entitled to a pension, pursuant to Public Act 345 payable throughout the member's life of a two and eight-tenths (2.8%) percent multiplier per year. Upon reaching twenty-five (25) years of service an additional five percent (5%) shall be added to equal seventy-five percent (75%) with a one-percent (1%) increase per year thereafter. This multiplier shall commence from the officer's date of hire as a police officer including any/all purchased or credited eligible service time as provided in Section 58.10.

Effective July 1, 2009 and thereafter, a police officer then in the bargaining unit that retires shall be entitled to a full, unreduced normal service retirement/pension after twenty-five (25) years of credited police service pursuant to Public Act 345 payable throughout the member's life of a two and eight-tenths (2.8%) percent multiplier per year. Upon reaching twenty-five (25) years of credited service an additional five (5%) percent shall be added to equal seventy-five (75%) percent with a one-percent (1%) increase per year thereafter. The City shall permit the pension benefits of each police officer to vest upon the completion of ten (10) years of credited service.

This multiplier shall commence from the officer's date of hire as a police officer including any/all purchased or credited eligible service time as provided in Section 58.10 without regard to age.

Section 2: Effective January 1, 2002, Police officers will contribute five percent (5%) of salary for this benefit.

Section 3: Effective July 1, 2004, Police officers agree to change highest five year (5) average compensation to highest three (3) year average compensation out of last 10 years and that this change will carry forward with a Police officer into the command unit if the Officer is promoted.

A. Effective July 1, 2009, police officers agree to change the highest three (3) years of compensation average out of last (10) years to: the highest three (3) years of compensation average preceding that member's retirement or leaving service (best 3 year average out of career) and that this change will carry forward with a police officer into the command unit if the officer is promoted.

Section 4: For persons in the bargaining unit "average final compensation" shall mean the three (3) years of highest annual compensation received by a member during the member's ten (10) years of service immediately preceding that member's retirement or leaving service, as authorized by and calculated in accordance with Act 345, Section 6(f) (MCLA 38.556(f)).

A. Effective July 1, 2006, for persons in the bargaining unit "Final Average Compensation" shall mean the three (3) years of highest annual compensation received by a member during the member's ten (10) years of service immediately preceding that member's retirement or leaving service, as authorized by and calculated in accordance with Act 345, Section 6 (f) (MCLA 38.556(f)) and shall also include:

B. At the employee's option, a credit amount of up to the first seventy-five (75) unused sick days (in eight hour increments) to be deducted from the lump sum distribution pay out calculation as provided in section 58.6. In excess of seventy-five (75) and up to two hundred (200) (eight hour increment) accumulated sick days shall be paid from lump sum distribution pay out calculation as provided in section 58.6.

Section 5: Effective July 1, 2009, for persons in the bargaining unit "Final Average Compensation" shall mean the highest three (3) years of compensation average preceding that member's retirement or leaving service (best 3 year average out of career), as authorized by and calculated in accordance with Act 345, Section 6(f) MCLA 38.556(f).

A. Effective July 1, 2009, for persons in the bargaining unit "Final Average Compensation" shall mean the highest three (3) years of compensation average preceding that member's retirement or leaving service (best 3 year average out of career) and shall be calculated in the following manner:

- B. The calculated percentage multiplier (of the years of credited police service as outlined in Section 1) of the highest three (3) years of compensation average preceding that member's retirement or leaving service (best 3 year average out of career) which shall also include but not be limited to any: Uniform Allowance and/or Weapons Qualification bonus etc. and shall also include:

At the employee's option, a credit amount (at the prevailing hourly rate of pay) of up to one hundred twenty-five (125) unused sick days (in eight hour increments or 1000 hours) may be included into the F.A.C. but not paid out. A credit amount (at the prevailing hourly rate of pay) of up to two hundred-forty (240) hours of unused compensatory time and a credit amount (at the prevailing hourly rate of pay) of up to two hundred forty-four (244) hours of unused furlough time may be included into the F.A.C. and shall be paid out in accordance with Section 11(e) of this article.

1. Persons hired on or after July 1, 2011, shall not be entitled to include any credited amount of unused sick days, compensatory time and/or furlough time into the F.A.C.

- C. For persons hired on or after July 1, 2011, "Final Average Compensation" shall mean the highest three (3) years of compensation average preceding that member's retirement or leaving service (best 3 year average out of career) and shall be calculated in the following manner:

- D. The calculated percentage multiplier (of the years of credited police service as outlined in Section 1) of the highest three (3) years of compensation average preceding that member's retirement or leaving service (best 3 year average out of career).

The provisions outlined above in B(1), C and D with regard to the F.A.C for employees hired after on or after July 1, 2011 shall carry forward with them into the command unit if promoted.

- E. It is understood by all parties that the negotiated pension benefits as outlined in this article shall not be adversely modified and or changed for persons in the bargaining unit hired prior to July 1, 2011.

Section 6: Persons retiring shall receive any lump sum distribution to which entitled (for example: accumulated sick, personal, compensatory and vacation time) at time of retirement in three (3) installments commencing with such person's first day of retirement with interest being paid on a declining balance method at 70% of the one year time certificate of deposit rate of the City Depository as of the last day of work:

1 st Installment	34%
2 nd Installment	34%
3 rd Installment	32%
	100%

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

Section 7: In the event that a duty disability retiree dies during the time of duty disability and prior to the time of regular retirement, the retiree's spouse and children under the age of 26 will continued to receive the health care benefits that would have otherwise been available to that duty disability retiree.

Section 8: Effective July 1, 1996, an employee shall have the right to receive a partial or total refund of his or her accumulated pension contributions (without interest) at the employee's time of retirement. If an employee receives such refund the employee's retirement allowance shall be reduced proportionately. The document entitled "Factors to Compute Reduction in Monthly Retirement Allowance Applicable to Withdrawals Made at Retirement" will be attached as Attachment C to this contract.

The Factor will be based upon the G83 Male Mortality Table with an interest rate based upon the PBGC Interest rate; however, the parties agree that they will not alter their reliance on the G83 Male Mortality Table or the PBGC Interest Rate during the life of this contract.

Section 9:

A. Retiree Supplementary Benefit: Effective for employees retiring on and after July 1, 2001 there shall be paid an annual retiree bonus subject to the terms of this provision. The annual retiree bonus shall be paid on or about October 1 of each year. To be eligible to receive the annual retiree bonus, the employee must have retired a minimum of five (5) complete plan years prior to the July 1 date immediately preceding the October 1 bonus payment date. (A plan year is July 1 through June 30). Unless there are insufficient funds to pay any annual retiree bonus (see C below) or unless the annual retiree bonus is to be prorated due to insufficient funds (see C below) the annual retiree bonus paid each October to the retiree (or his or her survivor beneficiary) shall be equal to one-twelfth (1/12) of the total pension benefit payments paid to the retiree (or his or her survivor beneficiary) during the one-year period of July 1-June 30 immediately preceding the October 1 bonus payment date.

B. The annual retiree bonus will be based on "excess earnings" as described herein. An internal "Police Patrol Officer Retiree Bonus Fund" (hereinafter "Fund") shall be set up within the Act 345 Firefighter and Police Plan Trust (hereinafter "Act 345 Plan"). The Fund will initially be established by no later than October 1, 2001, with an initial contribution amount equal to five (5) times the average total monthly pension benefit payments paid to all Police Patrol Officer retirees during the one-year period of July 1, 1999 - June 30, 2000 as reported in the July 1, 2001, actuarial valuation report (i.e., the initial contribution amount shall be the total pension benefit payments paid to all Police Patrol Officer retirees from July 1, 1999 - June 30, 2000, divided by twelve (12), with the result then multiplied by five (5)).

All annual retiree bonuses will be paid from this internal Fund, assuming it has sufficient funds (see below). Annually, the Fund will be credited with earnings/losses, based on the actual average principal equal to the estimated market rate of return presented in the most recent actuarial valuation for the Act 345 Plan. In addition, annual contributions shall be made to the Fund each October 1 (commencing October 1, 2001,) provided that the Act 345 Plan's estimated market rate of return for that year, as reported in the most recent actuarial valuation for the Act 345 Plan, is greater than nine (9.0%) percent. The total potential annual contribution to all retiree bonus funds in the Act 345 Plan will be equal to earnings above nine (9.0%) percent to a maximum of ten (10.0%) percent, based on the estimated market rate of return reported in the most recent actuarial valuation for the Act 345 Plan. That is, the total annual contribution amount shall be a maximum of one (1.0%) percent of total Act 345 Plan investment earnings, and that total annual contribution amount shall be allocated among all retiree bonus funds within the Act 345 Plan in any plan year.

The amount of potential contribution to be allocated to the Police Patrol Officer Retiree Bonus Fund will be the total annual contribution amount prorated based on the total actuarial accrued liability for all Police Patrol Officer participants in the Act 345 Plan in relationship to the total actuarial liability for all participants in the Act 345 Plan, as set forth in the most recent actuarial valuation for the Act 345 Plan. In addition to the foregoing, the annual contribution to any retiree bonus fund in the Act 345 Plan in any plan year shall in no event cause the retiree bonus fund to have a fund balance in excess of ten (10) times the total average monthly pension benefit payments paid in the previous plan year to retirees covered by that retiree bonus fund (i.e. total monthly pension benefit payments made to retirees covered by that retiree bonus fund during the immediately preceding July 1 - June 30 plan year period divided by twelve (12), and the result multiplied by ten (10).

C. Should the Police Officer Retiree Bonus be made available to Police Officer retirees who retired prior to July 1, 2001, and in the event the Police Officer Retiree Bonus Fund in any particular year lacks sufficient funds to pay a full annual retiree bonus to all eligible Police Officer retirees, then a full annual bonus will be paid only to those eligible Police Officer retirees who retired on or after July 1, 2001. Further, should the Police Patrol Officer Retiree Bonus Fund in any particular year lack sufficient funds to pay a full annual retiree bonus to those eligible Police Patrol Officer retirees who retired on or after July 1, 2001, then to the extent there are sufficient funds to do so, a reduced annual retiree bonus shall be paid to those eligible Police Patrol Officer retirees who retired on or after July 1, 2001, on a pro rata basis. Any such determination of insufficient funds must be made and certified by the Act 345 Plan's actuary.

D. **Effective July 1, 2017**, for all members (including DROP participants) in the bargaining unit as of October 1, 2017 who eventually enter DROP and/or retire and separate employment under Public Act 345, there shall be paid an annual police patrol officer retiree bonus regardless of the health of the Police Patrol Officer Retiree Bonus Fund. Future police patrol officer retirees and current DROP participants shall be entitled to and receive an annual retiree bonus for life. The annual retiree bonus shall be paid on October 1st each year to the retiree (or his or her survivor beneficiary) and shall be equal to one-twelfth (1/12) of the total pension benefit payments paid to the retiree (or his or her survivor beneficiary) during the one-year period of July 1st - June 30th immediately preceding the October 1st bonus payment date. To be eligible to receive the annual retiree bonus, the employee must be retired or a DROP participant a minimum of five (5) complete plan years prior to the July 1st date immediately preceding the October 1st bonus payment date (A plan year is July 1st through June 30th). DROP participants shall still receive credit to their DROP accounts upon becoming eligible to receive the police patrol officer retiree bonus. This language shall be extended to anyone hired into the bargaining unit on or after October 1, 2017 but before January 1, 2018.

Effective January 1, 2018, employees hired into the bargaining unit shall be subject to the provisions set forth in Section 9 (A), (B) & (C) of this Article.

Section 10: An employee may be permitted and receive additional service credit of up to twenty-four (24) months for past police cadet service prior to promotion to a sworn police officer with the City at no cost to the employee. Employees may also be permitted to purchase up to thirty-six (36) months of past police or active military service prior to employment as a sworn police officer with the City or any combination of past cadet, police and/or military time not to exceed thirty-six (36) months. It is understood and agreed by both parties that with the exception of past cadet service, the first twenty-four (24) months of time shall be paid by the employee at four percent (4%) of base wage. For those employees (including past police cadets) opting to purchase an additional twelve (12) months of time, the cost per employee shall be five percent (5%) of base wage. Employees may use earned time, personal funds, payroll deduction or transfer funds from other retirement accounts as permitted by the IRS.

- A. Effective July 1, 2009, employees may purchase additional months (in excess of the first twenty-four (24) months at the rate of 4% of base pay) of prior police cadet, previous police or military service for up to forty-eight (48) months of service credits at a rate of five (5%) percent per year of the member's current base pay per service credit year.
- B. Effective July 1, 2009, employees may purchase months of "open time" for up to a forty-eight (48) months of service credits at a rate of five and one-half (5.5%) percent per year of the member's current base pay per service credit year.
- C. Effective July 1, 2009, employees may purchase a "5th year" (an additional twelve (12) months) of service credits at a rate of twenty-four and one-half (24.5%) percent of the member's current base pay.
 - 1. It is understood this rate is for the purchase of a 5th year only and that the purchase of a 5th year will cease to be available to new employees hired after July 1, 2015
 - 2. Effective July 1, 2017, employees may again purchase a "5th year" of credited service. Members hired prior to July 1, 2017, shall have seventy-two (72) months from July 1, 2017 to purchase same at no cost to the City. For members hired after July 1, 2017, this time shall be paid for in accordance with Section 10(D) below and shall also be at no cost to the City as well.

It is understood that any combination of service credits purchased/credited shall not exceed sixty (60) months total.

- D. Bargaining unit members hired after July 1, 2009, shall have seventy-two (72) months from date of hire to purchase in full any/all time as outlined in A, B or C after which time the opportunity to purchase additional service credit(s) shall cease. Bargaining unit members hired before July 1, 2009 must declare their intent to purchase any/all additional time as outlined in A, B or C by July 1, 2011. This time need not be paid in full.

It is understood employees may still use earned time, personal funds, payroll deduction or transfer funds from other retirement accounts as permitted by the IRS to purchase these service credits.

Section 11:

DROP OVERVIEW

Effective January 11, 2007, any Employee who is a member of the City of Dearborn Heights Police and Fire Act 345 Retirement System may at any time voluntarily elect to participate in the City of Dearborn Heights Police and Fire Retirement System Deferred Retirement Option Plan (hereinafter "DROP") after attaining the minimum requirements for a full, unreduced normal service retirement/pension or as provided for in their respective bargaining agreement or any such Employee who has attained twenty five (25) years of service credit.

Upon commencement of DROP participation, the Participant's DROP Benefit shall be the dollar amount of the Employee's monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the particular DROP date. During participation in the DROP, the Participant continues with full employment status, receives all future promotions and benefit/wage increases, and is considered an employee of the City of Dearborn Heights

The Participant's DROP Benefit shall be credited monthly to the Participant's DROP Account which shall be established within the City of Dearborn Heights Police and Fire Retirement System (the "Police and Fire Retirement System"). The Participant's DROP Account shall be maintained and managed by the Board of Trustees of the Police and Fire Retirement System (the "Retirement Board"). Upon termination of employment, the Participant shall retire and will begin to receive payment(s) from his/her individual DROP Account as described herein. The DROP payment(s) are in addition to all other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of participation in the DROP.

A. PARTICIPATION PERIOD

The maximum period for participation in the DROP is eighty-four (84) months (the "Participation Period") after which time the employee shall terminate employment with the City. There is no minimum time period for participation.

Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to their DROP Account and shall be eligible for distribution of their DROP Account Balance in accordance with Section H herein.

B. ELECTION TO PARTICIPATE

Election to participate in the DROP program is IRREVOCABLE (except in the instance of duty disability or duty death as provided in DROP Section K herein). An Employee who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the Retirement Board.

The Retirement Board shall review the application within a reasonable time period and make a determination as to the Employee's eligibility for participation in the DROP. On the Employee's effective DROP Date, he or she shall become a DROP Participant and shall cease to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the Participant's DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants (except as specifically provided in Subsection K).

Except with regard to the retirement benefits expressly provided herein, DROP Participants will continue with full employment status with all rights and privileges afforded to employees of the Police and Fire Departments, in the appropriate case, and this applicable bargaining unit, including, but not limited to, future promotions, benefit/wage increases, union membership and representation, as well as, retirement system membership and Board representation.

An employee who qualifies for DROP Participation upon the date City Council ratifies this DROP will have a period of six months thereafter to file a written "Back DROP" election. Individuals who elect the "Back Drop" shall elect a monthly period, not to exceed sixty (60) months, to constitute the Employee's Back Drop Period. Individuals who elect the "Back Drop" will have their DROP benefit calculated based upon the regular monthly retirement benefit to which the Employee would have been entitled if the Employee had actually terminated employment and retired on the date the Employee elects to enter the DROP (less the annuity withdrawal reduction as set forth in Subsection E and/or actuarial reductions as a result of the Employee election an Optional for of benefit under the Plan, if applicable).

The regular monthly retirement benefit determined above shall be multiplied by the Employee's Back DROP Period and such amount shall be credited to the Employee's DROP account. The Employee's Back DROP Period shall reduce the Employee's DROP Participation Period after which time the Employee shall terminate employment with the City.

After an eligible Employee attains thirty (30) years of service credit, the allowed DROP Participation Period for that Employee will be reduced by one month of DROP Participation for every month beyond thirty (30) years of service credit that the Employee delays making a DROP Enrollment election.

C. DROP BENEFIT

The Participant's DROP Benefit shall be the regular monthly retirement benefit to which the Employee would have been entitled if the Employee had actually terminated employment and retired on the DROP Date (less the annuity withdrawal reduction as set forth in Subsection E and/or actuarial reductions as a result of the Employee electing an Optional form of benefit under the Plan, if applicable).

The Participant's DROP Benefit shall be credited monthly to the Participant's individual DROP Account. A DROP Participant may at the time of DROP Election elect to receive his or her benefit in the form of the Current Pension Plan's Option I or Option II Benefit and nominate a named beneficiary in accordance with the Police and Fire Retirement System provisions.

The term "spouse" for purposes of benefit qualification of DROP Participants, shall mean: (1) the person to whom the Participant was legally married on the Participant's date of death if such death occurs during DROP Participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of DROP Participation and the retiree's date of death provided such death occurs after termination of DROP Participation. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL §38.1701 et seq.).

D. REFUND OF RETIREMENT CONTRIBUTIONS

An Employee who elects to participate in the DROP (and correspondingly, ceases to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System) may elect the Refund of Retirement Contributions Option provided by their respective Collective Bargaining Agreements at the time of electing DROP participation. This Option and all other retirement options under the Police and Fire Retirement System which are available to Retirement System Members shall only be available to the DROP Participant at such time as he or she elects DROP Participation and not thereafter.

The Refund of Retirement Contributions Option election shall be made commensurate with the Participant's DROP election, but not thereafter, and the Refund amount at time of DROP will be utilized to compute the actuarial reduction of the Participant's DROP Benefit, as well as the Employee's monthly retirement benefit from the Police and Fire Retirement System after termination of employment. The Refund amount (accumulated contributions) shall be withdrawn from the Police and Fire Retirement System at the time of DROP Enrollment and subject to withdrawal by the DROP Participant at the time of DROP Election.

DROP Participants who do not elect the Annuity Withdrawal Option shall have their full unreduced benefit credited to their DROP Account.

At the time of the Refund of Retirement Contributions Option election, if an Employee is electing a straight life form of benefit with no qualifying spouse, the Refund reduction computation is based in part upon the actuarial life expectancy of the Employee (rather than the life expectancies of both the Employee and qualified spouse). There shall be no adjustments to the benefits payable upon the marriage of a DROP Participant to a qualifying spouse during DROP Participation.

In the event such spouse (i.e. qualified after calculation of the Refund election), subsequently qualifies for benefits payable by the Police and Fire Retirement System, said benefits shall not be adjusted based upon the Employee's Refund of Retirement Contributions election.

E. LUMP SUM DISTRIBUTION OF ACCUMULATED LEAVE TIME

Sick Time. At the time of DROP enrollment, normal retirement, duty disability retirement or death (as provided for elsewhere in this agreement), an employee or designated beneficiary where applicable, may elect to roll in the contractually agreed upon sick time (up to 1000 hrs) into the employee's Final Average Compensation except as provided for in Article 58 Section 5 (b)(1).

Any excess sick time at time of DROP enrollment, normal retirement, duty disability retirement or death (as provided for elsewhere in this agreement) shall be distributed in accordance with Article 58 Section 6.

Any employee may elect to "roll over" up to twenty-five (25) sick days into his/her DROP sick day bank. With the maximum earned sick day bank correspondingly increased. (example: 10 days "rolled over" new maximum 94 - 25 days "rolled over" new maximum of 109).

When an Employee begins DROP Participation, the Employee will earn a lump sum of twelve (12) sick days to start (which will be prorated should the Employee terminate DROP Participation prior to completing the first year of DROP Participation), and may accrue a maximum of up to one hundred-nine (109) sick days (to be credited at one per month after completing the first 12 months of DROP Participation). Upon separation from employment or death, these sick days will be paid out at the prevailing hourly rate of pay in (8) hour increments up to one hundred-nine (109) days or eight hundred seventy-two (872) hours and distributed in a lump sum.

As provided for in the DHPOA collective bargaining agreement, the 13th bonus sick day will be paid at the rate of twelve (12) hours compensatory time and added to the Employee's compensatory time bank on January 1st of each year. (DROP Participants only)

On February 15th of each year, at the employee's option, the City shall pay for earned sick days in excess over one hundred-nine (109) days at the rate of one half (1/2) day's pay for each (eight hour increment) day.

Compensatory Time. At the time of DROP enrollment, normal retirement, duty disability retirement or death (as provided for elsewhere in this agreement), the contractually agreed upon compensatory time (up to 240 hrs.) shall be paid out at the prevailing hourly rate of pay and shall be included in the computation of the employee's Final Average Compensation except as provided for in Article 58 Section 5 (b)(1).

Any additional remaining compensatory time may be carried forward and rolled into the employee's DROP compensatory time bank or at the employee's (or designated beneficiary's where applicable) option, shall be distributed in accordance with Article 58 Section 6. All accumulated earned compensatory time (which is earned throughout the DROP participation period) shall be paid out in a lump sum at time of separation from employment or death but will not be included in the calculation of Final Average Compensation.

Furlough Time: Unused/accumulated furlough time (up to 244 hrs.) shall be paid out at the prevailing hourly rate of pay at the time of DROP enrollment, normal retirement, duty disability retirement or death (as provided for elsewhere in this agreement) and shall be included in the computation of the employee's Final Average Compensation except as provided for in Article 58 Section 5 (b)(1).

Any additional remaining furlough time may be carried forward and rolled into the employee's DROP furlough time bank or, at the employee's or (designated beneficiary's where applicable) option, shall be distributed in accordance with Article 58 Section 6. Any unused/accumulated earned furlough time (which is earned throughout the DROP participation period) shall be paid out in a lump sum at time of separation from employment or death but will not be included in the calculation of Final Average Compensation.

F. DROP ACCOUNTS

For each DROP Participant, an individual DROP Account shall be created in which shall be accumulated at DROP Interest, the Participant's DROP Benefits. All individual DROP Accounts shall be maintained for the benefit of each DROP Participant and will be managed by the Police and Fire Retirement Board in the same manner as the funds of the Police and Fire Retirement System. DROP Interest for each DROP Participant shall be five (5%) percent per annum and credited quarterly. The Retirement Board shall provide each participant with an annual statement of their account activity. The reference to individual DROP Accounts shall be interpreted to refer to the accounting records of the Police and Fire Retirement System and not to the actual segregation of moneys in the funds of the Police and Fire Retirement System. At the Employee's request, one additional statement per year may be provided to the Employee.

G. CONTRIBUTIONS

Employee contributions to the Police and Fire Retirement System shall cease during DROP Participation.

H. DISTRIBUTION OF DROP FUNDS

Upon termination of employment, the former DROP Participant must choose one, or a consistent combination of, the following distribution methods to receive payment(s) from his or her individual DROP Account:

- 1) A total lump sum distribution to the recipient.
 - 2) A partial lump sum distribution to the recipient.
 - 3) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures.
 - 4) An annuity payable for the life of the recipient.
 - 5) An optional form of annuity as established by Public Act 345 of 1937, as amended.
 - 6) A monthly distribution to the recipient.
-
1. An individual's remaining DROP account balance shall be credited monthly with interest based upon the greater of: (1) five and one-half (5 ½ %) percent per annum, or (2) one-half (1/2) of the market rate of return earned by the Police and Fire Retirement System in the prior calendar year.

A former Participant may change their distribution method as may be applicable no more than once per annum prior to June 30th of each year in accordance with such procedures and time guidelines as adopted by the Retirement Board.

A former Participant may elect a total lump sum distribution of any remaining balance in their DROP Account at any time after termination of employment which will be paid within 90 days after receiving the member's request. All benefit payments under the Plan shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the April 1 following the later of:

- 1) The calendar year in which the Member attains age 70 ½, or
- 2) The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 [or such other amount as provided in Internal Revenue Code Section 411(a)(11)(A)], then the Retirement Board, in its sole discretion, shall have the option of distributing the former Participant's entire account, in the form of a lump sum, to the Former Participant.

Any and all distributions from Participant's DROP Account shall not be subject to offset by any workers' compensation wage loss payments received by the Participant, including any redemption amounts.

Any eligibility for receipt of a post-retirement benefit improvement (a/k/a "13th check") shall be made at time of enrollment in DROP. DROP participants who elect to remain in the DROP in excess of sixty (60) months shall have his/her post-retirement benefit improvement (a/k/a "13th check") deposited into his/her DROP account.

I. DEATH DURING DROP PARTICIPATION

Except as otherwise provided in Subsection K, if an Employee participating in the DROP dies either: (I) before full retirement (i.e., before termination of service); or (ii) during full retirement (i.e., after termination of service) but before the DROP account balance has been fully paid out, the Participant's designated beneficiary(ies) shall receive the remaining balance in the Participant's DROP Account in the manner in which they elect from the previously mentioned distribution methods (Subsection I). In the event the Participant has failed to name a beneficiary, the account balance shall be payable to the Participant's beneficiary of benefits from the Police and Fire Retirement System. If there is no such beneficiary, the account balance shall be paid in a lump sum to the Participant's estate.

Benefits payable from the Police and Fire Retirement System shall be determined as though the DROP Participant had separated from service on the day prior to the Participant's date of death.

J. DISABILITY DURING DROP PARTICIPATION

Except as otherwise provided in Subsection K, in the event a DROP Participant becomes totally and permanently disabled from further performance of duty as a police officer or fire fighter in the appropriate case, in accordance with the provisions of the Police and Fire Retirement System, the Participant's participation in the DROP shall cease and the member shall receive such benefits as if the member had retired and terminated employment during the Participation Period.

Application and determination of disability shall be conducted in accordance with the Police and Fire Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Police and Fire Retirement System, except as specifically provided in Subsection K.

K. SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH

A DROP Participant who is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the Employee's employment with the City, may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the Employee from the Participant's DROP account or before payment of disability or retirement benefits to the Employee from the Retirement System.

If a DROP Participant dies in the line of duty while in the employ of the City, the DROP Participant's eligible survivors (i.e., survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the Participant's applicable collective bargaining agreement) and the Participant's eligible DROP beneficiary(ies) may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs before payment of a distribution from the Participant's DROP account or payment of benefits from the Police and Fire Retirement System. If a DROP election revocation is made as prescribed by this Subsection, the Participant's DROP Account is not distributed, and the Participant or the Participant's beneficiary(ies), as applicable, is entitled to all benefits provided by the Police and Fire Retirement System as if a DROP election had not been made.

In the event of revocation of DROP participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the Employee to the Retirement System and the Employee shall receive service credit for all service rendered during DROP participation or as otherwise provided in the applicable collective bargaining agreement.

L. INTERNAL REVENUE SERVICE COMPLIANCE

The Internal Revenue Service has accepted the DROP concept because the Employee/DROP Participant does not have either actual or constructive receipt of the DROP payments (while still employed), and the Employee ceases to accumulate additional credit toward retirement benefits once DROP Participation commences. The DROP is intended to operate in accordance with Section 415 of the Internal Revenue Code, as amended, as well as with any other applicable laws and regulations, state of Michigan or federal.

In the event the Board of Trustees finds any DROP provision to be in violation of any applicable law, that provision shall be null and void and the remaining DROP provisions shall constitute the terms of the DROP.

The City of Dearborn Heights Police and Fire Retirement System consists of a defined benefit plan. The DROP Account shall be established as part of the defined benefit plan of the Retirement System or such other plan as the Retirement Board and the union's shall agree upon (i.e., I.R.C. section 415(m) benefit plan) after consultation with appropriate legal counsel.

M. DROP COST

The City and those applicable collective bargaining associations which agree to adopt the DROP Program intend for the DROP Program to be essentially cost neutral (i.e., $\pm .2\%$ of covered payroll). The parties recognize the complexity in estimating the actuarial cost impact of the DROP on the Police and Fire Retirement System. Accordingly, after a 10 year period from the establishment of the DROP, the Retirement Board will direct that the Retirement System's Actuary to conduct an evaluation as to the cost impact of the DROP on the Retirement System. In the event that the actuary determines that the DROP has had a positive cost to the Retirement System (i.e., $> .2\%$ of covered payroll), the DROP shall be amended in such manner, as recommended by the Actuary and approved by the parties, to result in an essentially cost neutral program. In the event that the City determines that the DROP has had a positive cost to the City, the DROP shall be amended and approved by the parties.

Dearborn Heights Police and Fire Act 345 Retirement System members currently covered by their respective bargaining agreement upon ratification of this language, (January 11, 2007) shall not be adversely impacted by any future amendments and will be governed under the current terms and conditions of this section. Further, subsequent amendments to the DROP will not impact DROP Participants.

The City of Dearborn Heights disclaims any and all responsibility for any tax implications that may affect a DROP Participant. The City recommends that each Employee consult with a professional tax advisor, certified professional accountant, or other such individual capable of providing tax advice.

N. HEALTH CARE

DROP Participants shall be eligible for the health care coverage provided to retirees in accordance with their respective collective bargaining agreements. During the participant's enrollment in DROP, the City will provide and be responsible for the costs of health care coverage for any additional qualified persons added to the participant's health care plan during enrollment in DROP. This health care coverage for qualified persons added during DROP participation shall cease upon termination from DROP and leaving employment.

ARTICLE 59

ADA/FMLA LANGUAGE

Section 1: This contract shall be in compliance with the Americans with Disabilities Act (ADA). Employees covered by this contract shall be entitled to all rights as contained within this contract. The City and Union shall comply with their obligations under the ADA and recognize the need to reasonably accommodate the disabled, as provided under the ADA. They agree to meet as necessary during the term of this agreement.

Section 2: The City and the Union shall comply with the Family Medical Leave Act (FMLA) and the regulations implementing that Act, which are specifically incorporated herein. Employee paid time off such as sick days and personal days will be charged for FMLA leave, in accordance with FMLA regulations.

Section 3: Unpaid FMLA leave will not be granted until all paid time off to which an employee can be charged for FMLA leave is exhausted.

Section 4: Health insurance coverage will be maintained for the duration of the FMLA leave. Upon their return from FMLA leave, employees will be returned to the same or an equivalent position to that which they occupied when the employee commenced leave in accordance with FMLA regulations. Employees shall also remain entitled to all other benefits to which they are entitled under this agreement.

ARTICLE 60

JURY DUTY

Bargaining unit members who are called to and report for jury duty shall be assigned to the day shift for the day(s) for which they are obligated to report for jury duty. At the conclusion of jury service for the day, the bargaining unit member shall report for duty to finish the work shift. The assigning of an officer to the day shift shall not result in the payment of overtime to any officer. If jury service lasts for eight (8) hours or longer, this shall be considered a full work day for the employee.

ARTICLE 61

K-9 OFFICER

Both parties agree that the City and department canine handler(s) shall be bound by the provisions, terms and conditions as set forth in the "Canine Handler Agreement" dated April 16, 2009 and that handlers shall be utilized in accordance with "Canine Unit Operations" Operational General Order #886 dated November 10, 2009.

SUCCESSORSHIP CLAUSE

This Agreement shall be binding in its entirety upon the parties hereto, their successors, assignees, and transferees including but not limited to any new governmental instrumentality which shall come into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance, charter amendment or other governmental enactment and replace the City as the employer of the DHPOA bargaining unit employees. The parties further agree that from time to time and upon reasonable notice given by either party to the other, they shall meet and confer to discuss any future impact on the police officers bargaining unit which may result from the possible replacement of the City of Dearborn Heights as the employer of the DHPOA bargaining unit employees. The parties further agree that no employee in the police officer's bargaining unit shall be placed in any worse position with respect to pensions, seniority, wages, sick leave, vacation, health and welfare insurance or any other benefits by reason of the employee's transfer to any new governmental instrumentality or other employing unit which came into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance, charter amendment or other governmental enactment and which replaces the City as the employer of the DHPOA bargaining unit employees.

ARTICLE 62
EXTENSION

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 4th day of December, 2017.

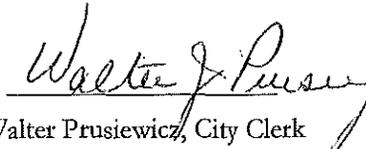
DEARBORN HEIGHTS POLICE
OFFICERS ASSOCIATION

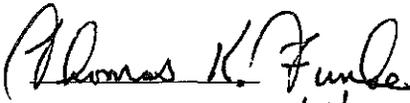
CITY OF DEARBORN HEIGHTS


Jeff Colon, President


Daniel S. Paletko, Mayor

POLICE OFFICERS
ASSOCIATION OF MICHIGAN


Walter Prusiewicz, City Clerk


Thomas Funke 12/4/17
Business Agent

APPENDIX A

PLEASE PRINT

BY: _____,

Last Name First Name Middle Initial

TO: City of Dearborn Heights, Michigan

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

Employee's Signature

APPENDIX B

To: City of Dearborn Heights, Michigan

I hereby designate _____ as beneficiary (ies) of any employment related benefits payable by the City on account of my death or due me from the City at the time of my death (verified by certificate of death) under the Collective Bargaining Agreement with the Dearborn Heights Police Officers Association or otherwise. In the event such designated beneficiary (ies) does (do) predecease me, then I designate _____, as my beneficiary (ies) instead.

I reserve the right to change the designated beneficiary (ies). In case of conflict between the requirements of the Collective Bargaining Agreement existing at time of death or any statute and this Designation of Beneficiary, such Collective Bargaining Agreement or statute shall control the disposition of any employment-related benefits payable on account of the death of the employee.

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

Date:

Signed:

Address:

APPENDIX C

To: The Dearborn Heights Police Officers Association

I hereby designate _____ as beneficiary (ies) of any Union related benefits payable by the Union on account of my death while an active member or due me from the Union at the time of my death while an active member under the Constitution and By-Laws. In the event such designated beneficiary (ies) does (do) predecease me, then I designate _____, as my beneficiary (ies) instead.

I reserve the right to change the designated beneficiary (ies) as often as I choose however, any/all changes must be made in writing to the Union and kept on file. In addition, it is understood and agreed that the Union may require the designated beneficiary to sign an agreement to indemnify and hold the Union harmless from any/all liability as a result of delivering any monies to the beneficiary.

Date:

Signed:

Address: