

**AGREEMENT**

**BETWEEN**

**CITY OF DEARBORN**

**AND**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

Effective July 1, 2015  
through June 30, 2017

Adopted by:  
Civil Service Resolution No. 7797-15 and  
Council Resolution No. 8-395-15

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## **NON-SUPERVISORY POLICE BARGAINING UNIT**

### **AGREEMENT**

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

### **ARTICLE I RECOGNITION**

- 1.1: The City of Dearborn recognizes the Police Officers Association of Michigan as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all Police Officers and Corporals (excluding Sergeants and all higher ranks). The City agrees to negotiate with the Union on items relating to rates of pay, wages, hours and conditions of employment for said employees.
- 1.2: Employees and Association representatives shall have the right to join the Association to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, all free from any and all restraint, interference, coercion, discrimination or reprisal.

### **ARTICLE II DUES AND DEDUCTIONS**

- 2.1: The City shall deduct from the pay of employees in the bargaining unit, on a monthly basis, the Associations' monthly dues, fees, assessments, or bargaining fee, subject to the conditions set forth in the Union Security Article. To initiate such deductions, bargaining unit employees must sign a dues deduction authorization card and forward it to the Finance Director. Within thirty (30) days after the deduction is made, the Finance Director shall forward to the Association Office the monthly dues list setting forth the individual amounts deducted for the monthly period.
- 2.2: During a thirty (30) day period immediately prior to the termination of this Agreement, any member of the Association may, by written notice to the Union and the Personnel Department, indicate that he/she no longer wishes to remain a member of the Association, however, the employee shall be obligated to pay a service fee.

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### **ARTICLE III UNION SECURITY**

- 3.1: To the extent that the laws of the United States and the State of Michigan permit, it is agreed:
- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time, may continue membership in the Union for the duration of this Agreement.
  - B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective may become members of the Union for the duration of this Agreement on or before the 30<sup>th</sup> day following such effective date.
  - C. Employees hired, rehired, reinstated, or transferred into the bargaining unit, and covered by this Agreement, may become members of the Union for the duration of this Agreement, on or before the 30<sup>th</sup> day following the beginning of their employment in the unit.
  - D. An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.
  - E. An employee, in lieu of actual membership in the Union, shall comply with the provisions of this Article by paying to the Union a service fee in an amount equal to the regular monthly dues, less any amounts not permitted by law, as a contribution toward the expenses of the Union incurred in negotiating and administering this Agreement.
- 3.2: Bargaining unit employees paying the service fee and bargaining unit employees who are or become members of the Union shall sign a dues deduction authorization card and forward it to the Employer. After receiving a signed authorization to do so, the Employer will deduct from the pay of each employee the monthly Union dues, fees, assessments or bargaining unit service fees. The deduction shall be made on a monthly basis and shall be forwarded to the Union office within 30 days after such collections have been made. Such sums shall be accompanied by a list of employees from whose pay, dues or service fees have been deducted, and the amount deducted from each, and by a list of employees who have authorized such deductions, and from whom no deductions were made and the reason therefore.

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- 3.3: Bargaining unit members paying the service fee provided for herein may object to the use of their service fee for matters not required by law. The procedure for making such objection is that officially adopted by the Union.
- 3.4: Employees who fail or refuse to share in the Union expenses incurred in negotiating and administering the Collective Bargaining Agreement as required by this Article, after having waived or exhausted any internal union appeal procedure, shall be discharged from employment. Prior to such discharge, the Union shall bring an action in a court of competent jurisdiction against the Employer and the affected employee seeking specific performance of the discharge requirement of this contract. In such proceeding, the Union shall not request that the Employer pay any damages, costs, interest or attorney fees.

### **ARTICLE IV REPRESENTATION**

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

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

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

- 4.3:
- A) After arrangements have been made with the platoon commander and/or commanding officer in charge, officers and Executive Board members of the Association, and stewards will be permitted reasonable time from their regular duties, without loss of regular compensation, to investigate and process grievances or to attend conferences or negotiations with City of Dearborn personnel.
  - B) Officers and Executive Board Members of the Association may attend other meetings or conferences by having their work schedule adjusted to the extent possible so their leave time would coincide with the dates of the meetings or conferences.



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- C) The Association President shall be permitted to work steady days. In the event the President does not want to work days, or is gone for a period in excess of thirty (30) days, or less by mutual agreement, the Vice President shall be permitted to work days.
- D) Stewards representing shifts shall be allowed to remain with their shifts during their term of office.
- E) A copy of all departmental correspondence in regard to day-to-day operations, assignments and training of officers, which directly pertain to the members of the Association, shall be forwarded to the Association Secretary. The Association shall also receive a copy of any disciplinary action.
- F) The Association shall receive notice of any special Civil Service Commission meetings relating to police matters.

## **ARTICLE V MANAGEMENT RIGHTS**

- 5.1: The Association recognizes the right of the City to operate and manage its affairs in accordance with the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, and by the Dearborn City Charter, subject to the obligations, express or implied, assumed by it in this Agreement.
- 5.2: All of the following rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City, except such as are expressly or by implication relinquished herein:
  - A) To discipline or discharge for cause, and the employee may exercise his/her rights under the terms of this Agreement, and any applicable State laws applying to Veterans.
  - B) To lay-off for lack of work or funds, or the occurrence of conditions beyond the control of the City.
  - C) To establish reasonable work rules, determine reasonable schedules of work, and determine the methods, processes, and procedures by which said work is to be performed.
  - D) To classify positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities.
  - E) The right of contracting and subcontracting is vested in the City.

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- F) To take whatever actions are necessary in situations of emergency to perform the functions of the department.
- G) The right to administer pay and fringe benefit plans.
- H) To direct the work force, assign work and determine the number of employees assigned to operations.
- I) To consolidate, cooperate, and/or enter into interlocal agreements with other employers to the maximum extent permitted by law, subject only to the legal obligation to negotiate regarding the impact thereof.

### **ARTICLE VI MANAGEMENT SECURITY**

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

### **ARTICLE VII GRIEVANCE PROCEDURE**

- 7.1: Definition of a Grievance. A "grievance" shall mean a complaint by an employee in the bargaining unit which he/she believes to be a violation, misinterpretation or inequitable application of the provisions of this Agreement, or an inequitable application of the work rules of the department. The term "employee" shall also mean a group of employees having the same grievance and the grievance may start at Step III if there is no authority at Step I and II to resolve such grievance
- 7.2: Most grievances arise from instances of misunderstanding or problems that should be settled promptly and satisfactorily on an informal basis at the work level before they become formal grievances. It is mutually agreed that all grievances arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided.



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All insurances are provided in accordance with the terms and conditions of the City's contracts with the providers, which are controlling. Effective July 1, 1998, no dispute between an employee and an insurer will be arbitrable unless such a dispute represents a violation or compromise of the provisions of this Agreement as to coverage.

- 7.3: Step I An employee, and/or service officer having a grievance shall present it orally to his/her first line supervisor within twenty-one (21) calendar days from the date the grievance occurred or twenty-one (21) calendar days from a pay day if it is a compensation matter. In the event the grievance is not settled at this step, the employee may proceed to Step II.
- 7.4: Step II Within fourteen (14) calendar days from the date of oral presentation, the employee, and/or service officer, may submit the grievance in writing on forms provided by the City, to the commanding officer of the division or the bureau. The employee and the service officer shall sign the grievance forms. The grievance forms must indicate: (a) a statement of the grievance and the facts upon which it is based and citing the alleged violations(s) of this Agreement, and (b) the remedy or correction requested. The commanding officer herein identified shall give his/her decision in writing within fourteen (14) calendar days. The employee shall have fourteen (14) calendar days from the date of the commanding officer's decision to file a written appeal with the Chief of the department, otherwise the grievance shall be deemed settled.
- 7.5: Step III If the grievance is processed to Step III the Chief or his designated representative, will promptly arrange a meeting with the Union or Local Association and within fourteen (14) calendar days from such meeting a written decision shall be rendered. The decision rendered by the Chief of the department shall be final unless notice of intent to refer the grievance to a grievance panel is filed in writing within fourteen (14) calendar days after the Chief has rendered his/her decision. The Human Resources Director shall be a member of the Grievance Panel and such notices to appeal shall be filed with him/her.
- 7.6: Step IV A grievance panel shall be convened within fourteen (14) calendar days between the Union, the Local Association and the Human Resources Director. Upon receipt of the appeal by the Human Resources Director and after the Union or Local Association has designated their representatives, he/she shall arrange a meeting of the grievance panel and within fourteen (14) calendar days of the date of the first meeting of the grievance panel the Human Resources Director shall render a written decision.

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

## **ARTICLE VIII SUSPENSIONS, DEMOTIONS AND DISMISSALS**

- 8.1: Whenever an employee is suspended, demoted or dismissed from the City service, for cause, he/she may appeal such disciplinary action within ten (10) days after he/she has been served with a written statement, signed by the appointing authority, setting forth the reasons for such suspension, demotion or dismissal. Notice of such suspension, demotion, or dismissal shall be served upon the employee with a copy to the Association or Union within twenty-four (24) hours of the effective date of such action.

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For purposes of this Article a work day shall remain equal to eight (8) hours.

8.2: The employee may exercise his/her appeal under only one of the following remedies:

- A) A direct appeal for a hearing to the Civil Service Commission.
- B) Under the contract grievance procedure commencing with Step IV.

### ARTICLE IX SENIORITY

9.1: Seniority Defined For the purposes of the collective bargaining agreement between the Police Officers Association of Michigan and the City of Dearborn, three (3) definitions of seniority will be identified in the Agreement.

- A) Classification Seniority Classification seniority shall mean the date of appointment to a classification covered in the collective bargaining agreement.
- B) Police Officer Seniority Police Officer seniority shall be the date of appointment to the department as a sworn officer.
- C) Employer Seniority Employer seniority shall be the appointment date to the regular full time position in the City of Dearborn.

9.2: Provisions Affecting Seniority

- A) Where two or more persons are appointed on the same date, relative seniority shall be determined by the relative standing on the employment list from which certified. Any ties occurring beyond the above provisions shall be decided by lot.
- B) Employer Seniority of employees off duty on leave of absence for personal reasons shall have such periods deducted from seniority credits. The Police Administration shall retain sole discretion in determining whether time off served as a result of disciplinary suspensions shall constitute a break in service for purposes of seniority, including payment and/or calculation of longevity, and service dates for calculation of retirement benefits.
- C) Employees who are off duty because of illness or injuries not in line of duty shall have such periods over and beyond accumulated sick leave deducted from Employer Seniority.

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- D) Time elapsed between periods of lay-off and reemployment shall be deducted from seniority credit.
- E) The following shall not be considered as breaks in service:
  - 1) Military leave as provided by law.
  - 2) Absence from work due to injuries compensated for under the Workers' Compensation Act; or duty or non-duty disability. It is understood that whether an employee is disabled is determined by the Pension Board and is not arbitrable.
  - 3) All leaves with pay granted under the provisions of this Agreement.

### ARTICLE X LAY OFF

- 10.1: Lay Off Defined A "layoff" is defined to be the separation of an employee from the service of the City for lack of work, lack of funds, or reasons other than the acts or delinquencies of the employee.
- 10.2: Notice of Lay Off In every case of layoff, the appointing authority shall, at least two weeks before the effective date thereof, give the employee a written notice of the reasons for such action, and shall forward a copy to the Human Resources Director and to the Association.
- 10.3: Order of Lay Off All layoffs shall be made in the inverse order of Police Officer Seniority in the Police Department. No employees will be hired on a part-time or temporary basis when there are officers on a Lay Off Reemployment List.
- 10.4: Establishment of Lay Off Reemployment List Names of laid off officers holding permanent positions shall be placed on an appropriate lay-off reemployment list in the order of their Police Officer Seniority, the longest Police Officer Seniority being first, and for a period of three years, or for a period of months equal to the months worked in the department, whichever is less. A satisfactory medical examination must be passed before return to work.
- 10.5: Notice to Investigate Lay Off Within ten days after the effective date of such lay off the employee may make a written request to the Commission to investigate such lay off. The Civil Service Commission shall then investigate and if it finds that the lay off was made for political reasons, or for reasons other than because of material change in duties or



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organization, or shortage or stoppage of work or funds, or was not made in accordance with this Article, it shall so report to the appointing authority. The person so laid off shall be entitled to resume his/her position and shall be reimbursed for any financial loss not in excess of the salary or wages which would have been paid had he/she been retained on the payroll.

### ARTICLE XI PROMOTIONS

11.1: Promotional examinations for Police Sergeant have been approved by the Civil Service Commission as follows:

- A) Those Eligible to Apply: Effective January 1, 2015:
  - i) Applications for the above are restricted to Police Corporals who have held this classification for at least twelve (12) months prior to April 21 of the year in which the test is given; and
  - ii) Who have at least eight (8) years of Police Officer Seniority as defined in §9.1(B) or at least seven (7) years of Police Officer Seniority as defined in §9.1(B) and at least a Bachelor's Degree.
- B) Parts and Weights of the Examination
  - Assessment Center: 45%
  - Written Test: 45%
  - Promotional Potential Rating: 10%
  - Applicants must receive a passing grade of 70% on the written test.
- C) City Service Credits One-half percent (1/2%) per year up to and including 16 years of service based on police officer seniority. (Maximum 8%)
- D) Education Credits: If applicable, employees may receive the following bonus points, in addition to their City Service Credits as defined in §11.1(C), for having achieved the following degrees prior to April 21 of the year in which the test is given (Maximum 1.25 bonus points).
  - i) One (1) bonus point for an Associate's Degree; or
  - ii) One and one-quarter (1.25) bonus points for at least a Bachelor's Degree.

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- E) Probationary Period: All employees appointed from a promotional employment list must serve a probationary period of twelve (12) months.
- F) Duration of List: The lists will be in effect for a period of twelve (12) months.
- G) Examination Period: It is further provided that annual examination shall be held for the above positions during the month of March or the first part of April each year.

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

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

## **ARTICLE XII FURLOUGH TIME - SELECTION PROCEDURE**

- 12.1: Furlough time selection shall be by Police Officer Seniority. (Refer to Seniority Article definitions).

## **ARTICLE XIII SPECIAL CONFERENCES**

- 13.1: Special Conferences for important matters (not grievances) will be arranged between the Association representatives and the designated representatives of the City upon request of either party. At such meetings there shall be not more than five (5) and no less than two (2) representatives of the City, and not more than five (5) and no less than two (2) representatives of the Association.
- 13.2: Arrangements for such Special Conferences shall be made in advance and the agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda, unless both parties agree to include other items.



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

### **ARTICLE XIV BULLETIN BOARDS**

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

### **ARTICLE XV EVIDENCE TECHNICIAN ASSIGNMENT**

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

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

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

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

- 15.3: Evidence Technicians shall receive an additional payment per day provided the employee performs the duties for at least four (4) hours on that day. Such payment shall be one and a half (1.5) hours (straight time) for a twelve (12) hour work day; one (1) hour (straight time) for an eight (8) hour work day; or forty-five (45) minutes (straight time) for less than six (6) hours worked. This shall be the maximum daily rate (no additional

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amount of overtime hours). Effective July 1, 1999, evidence technicians may bank this daily pay in their accumulated overtime bank, up to a cap of One Hundred Forty (140) hours.

- 15.4: It is the understanding of the parties that there will be two (2) Evidence Technicians assigned per shift.
- 15.5: Effective July 1, 2004, the Evidence Technician monthly assignment shall be rotated on a two-month to one-month basis based on Evidence Technician seniority. The senior Evidence Technician shall be assigned to the function for a two-month period. An Evidence Technician on the same Team with lesser seniority, if available, shall be assigned to the function for the next month.

### **ARTICLE XVI WORK SCHEDULE**

- 16.1: Work schedule remains in the discretion of the Chief. Effective the first full pay period following September 1, 2015 on a one-year trial basis, subject to discontinuance by the City, all patrol members working in seven (7) day/twenty-four (24) hour operations shall be scheduled to work seven (7) twelve (12) hour shifts in each fourteen (14) day period. This eighty-four (84) hour Patrol Schedule is compensated at straight-time pay. All other provisions on special pay and overtime are not affected by the eighty-four (84) hour work schedule. If discontinued, a "5/2" eight (8) hour work schedule will be utilized.

Patrol officers who are likely to exceed seven (7) calendar days while placed on FMLA, Maternity Leave, Sick Duty, Scheduled Vacation Furlough, Light-duty, Military Leave, Administrative Leave with Pay, Disciplinary Suspensions, Extended Training Schedule, or other Leave With Pay shall be scheduled to work no more than eighty (80) hours per fourteen (14) day pay period.

No officer shall be required to work more than four (4) consecutive twelve (12) hour shifts; or more than sixteen (16) consecutive hours.

No more than two times per year, work schedule changes may occur. There will be no restrictions on timing of patrol schedule changes.

If it is the Police Chief's decision to discontinue any work schedule, he will give at least thirty (30) days' notice to the Association, not tied to any particular date.

- 16.2: The shift schedule shall be posted at least ten (10) days in advance of the new month by the Division Commander. Platoon Commanders will post the employee's leave group at least five (5) days prior to the beginning of

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the month. If Platoon Commanders fail to do so, the employee will remain in his/her present leave group. Leave days will coincide with the normal leave days of that group. Reasonable changes can be made in scheduling but will not be changed for the purpose of avoiding payment of overtime.

- 16.3: In the Chief or his designee's discretion, five (5) special events may be scheduled and schedule changes may be implemented with 30 days notice. These events will be staffed with police officers (not corporals) with less than four years police officer seniority. Such police officers will work these events on straight-time.

### **ARTICLE XVII SHIFT SELECTION**

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

### **ARTICLE XVIII MISCELLANEOUS**

- 18.1: Records The Union or Association Representative, or the employee, shall have the right to examine time sheets, and other records pertaining to the computation of compensation of any employee whose pay is in dispute, or other records of the City pertaining to a specific grievance, at reasonable times.
- 18.2: Work in a Higher Classification On working shifts in the Uniform Division, and except in emergency situations whenever an employee is assigned the work or duties of the next higher rank because of the temporary absence of the incumbent, then such employee shall be compensated for the performance of these duties beginning with the fifth work day. The assignment to these duties shall be first made from the highest ranking

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eligible on an existing promotion employment list for the class, who is working and on duty on the particular shift, or in the absence of a promotional employment list the assignment shall be made from the highest ranking eligible on the last promotional list for the class.

- 18.3: Use of Employee's Own Vehicles An employee may, but shall not be required to, use his own vehicle in the performance of his duties. Use of City vehicles is at the sole discretion of the City.
- 18.4: Lunch Periods All eight (8) hour employees shall be permitted thirty (30) minutes for a lunch period, and it shall be part of the work day. All twelve (12) hour employees shall be permitted forty (40) minutes for a lunch period, and it shall be part of the work day.
- 18.5: Payroll Periods The payroll period shall be Sunday through Saturday in the City's discretion. Should the payroll period convert to Sunday through Saturday, an employee with earned paid time off (e.g., vacation, personal, sick) can cash in a day so as to get a 10 work day check.
- 18.6: Relief Periods Employees shall be entitled to a ten (10) minute relief period within each four (4) hours of work, providing they remain on an on-call basis. While on a relief period, the employee shall remain in contact with headquarters.
- 18.7: Trading Time Employees may be allowed to trade leave days with employees on any shift with the prior approval of the commanding officer.
- 18.8: Meetings The Association may schedule and conduct its meetings on Police Department property provided it does not disrupt the duties of the employees or the efficient operation of the department, and subject to the approval of the Police Chief.
- 18.9: Training Schedules: Training classes for employees working past midnight shall commence following the employee's scheduled leave day. Day shift and afternoon employees shall attend as scheduled as long as scheduled leave days are not changed. At the discretion of management, all scheduled training and classroom assignments can be considered a full work day.

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

Effective September 1, 2015 the following applies to officers holding the current and active classifications designated as SWAT, E.O.D., Crisis Negotiation, and Honor Guard:

## NON-SUPERVISORY POLICE BARGAINING UNIT

- A) The training day is at the discretion of the Chief or designee.
- B) The City shall have the right to displace any member in the above referenced teams from their regularly assigned shift to avoid members training on a non-scheduled work day.
- C) Any member that trains on a scheduled work day shall receive two (2) hours of A/O straight time in addition to their hours of training worked at straight time. After the training session, each member may elect to work the remainder of his/her scheduled shift, if any. Should a member elect not to work the remainder, then he/she may use A/O to offset with the approval of the commanding officer.
- D) Any member that must train on a non-scheduled work day shall receive two (2) hours of A/O straight time and compensatory time, in lieu of overtime, for each hour of training worked. All members training on a non-scheduled work day shall end their shift after the training session is complete.

18.10: Field Training Program Officers recognized and currently assigned as Field Training Officers with the responsibility of training officers, shall receive an additional payment per day for each work day the officer is utilized as a Field Training Officer. Such payment shall be one and a half (1.5) hours (straight time) for a twelve (12) hour work day; one (1) hour (straight time) for an eight (8) hour work day; or forty-five (45) minutes (straight time) for less than six (6) hours worked. The officer shall be required to work at least four (4) hours on that day with a recruit officer to be eligible for this additional compensation. Field training officers may bank this daily pay in their accumulated overtime bank, up to a cap of One Hundred Forty (140) hours.

18.11: Jailer/Turnkey Officers recognized as official departmental jailers shall receive five (5) hours pay, computed at time and one half, for each month that they work in that assignment. It is mutually agreed that the City of Dearborn reserves the sole right to alter, amend, or revoke this *additional compensation* at any time.

18.12: K-9 Handler Officers recognized as departmental K-9 handlers shall receive five (5) hours pay, computed at time and one half, for each pay period that the officer is assigned to the K-9 Unit. This compensation is afforded to the handler for the proper care and maintenance of the departmental canine during off duty hours. It is mutually agreed that the City of Dearborn reserves the sole right to alter, amend, or revoke this *additional compensation* at any time.



## NON-SUPERVISORY POLICE BARGAINING UNIT

### 18.13: Minimum Manning. Effective July 1, 2015:

- A. In lieu of City Charter Section 10.16, the City shall maintain a minimum of 180 sworn officers, with a minimum of 140 said officers from this bargaining unit.
- B. Should the City at any time fall below either 180 full-time sworn officers or 140 full-time sworn non-supervisory officers, then the City shall recall to work the necessary number of members equal to the shortage, not to exceed the equivalent of one (1) full-time member or forty (40) hours a week for every one (1) member below. The shift scheduling is in the sole discretion of Chief or his designee. Members called into work shall be recorded on the current overtime lists established by General Order #A-3.15, members to be compensated at time and one-half.
  - 1. Should the City at any time fall below 180 sworn officers, but be at or above 140 non-supervisory officers, then it shall be the Chief's sole discretion as to which overtime list he uses.
  - 2. Should the City at any time be at or above 180 sworn officers, but below 140 non-supervisory officers, then the Chief shall use the non-supervisory overtime list.
- C. Should all members refuse the request to work the overtime detail, then the command officer shall have the option to call in members to work by inverse seniority. No member shall be required to work more than sixteen (16) consecutive hours.
- D. Part-time employees may be hired in the exclusive discretion of the Chief or his designee, not to exceed the equivalent of ten (10) full-time equivalents or 400 hours a week. Part-time employees are at-will and shall not be included in this bargaining unit.
- F. Automatic re-opener for provisions (B) and (C) only should the City or Police Department experience a legitimate budgetary crisis, unplanned revenue decrease, or unplanned expense increase that causes an economic hardship.
- G. Provisions (B) and (C) to expire on June 30, 2021.

18.14: All leave time and related accruals must be converted to hours. Accrual rates will not change. For funeral leave, officers assigned to 12 hour shifts



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may take four hours from personal time to equate to 36 hours funeral leave if necessary.

### **18.15: Accumulated Overtime. Effective September 1, 2015:**

Accumulated Overtime ("A/O") shall not exceed one-hundred forty (140) hours. SWAT, E.O.D., Crisis Negotiation, and Honor Guard members can be mandated to use A/O time in excess of one-hundred twenty (120) hours at the request of the shift Lieutenant.

### **18.16: Carry Over. Effective September 1, 2015:**

Eliminate Carry Over ("CO") bank; members to burn current CO hours to zero (0) or transfer into A/O bank, up to the A/O maximum, within twelve (12) months.

### **18.17: Education Incentive Pay. Effective January 1, 2017:**

A one-time payment (FAC, 401, & 457 excluded) in the first full pay period after the employee presents evidence of certification of graduation. The graduate must be a full-time sworn City of Dearborn Police officer at the time of graduation and the degree earned must relate directly to police work or be a part of a recognized Police Administration Degree curriculum.

- A) Associates Degree = \$250.00
- B) Bachelor's Degree = \$350.00
- C) Master's Degree = \$500.00

## **ARTICLE XIX RESIDENCE**

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

## **ARTICLE XX UTILIZATION OF POLICE RESERVES**

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

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Effective July 1, 2017, whenever a member of the Dearborn Police Reserve is assigned to a police function, there shall be assigned at the same time, and for an equal duration, a regular member of this department on an overtime basis.

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

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

## **ARTICLE XXI PROBATION**

- 21.1: In order that the appointing authority may effectively participate in the selection process, a probationary or working test period is hereby established for a period eighteen (18) months, from date of attaining the

## **NON-SUPERVISORY POLICE BARGAINING UNIT**

Commission on Law Enforcement Standards certification , in accordance with the following conditions:

- 21.2: The probationary period or working test period shall apply to all employees whether appointed from an original entrance list, reemployment list or promotional employment list.
- 21.3: The appointing authority may at any time after the first six (6) months of the probationary period request the Civil Service Commission to terminate the probationary period and give permanent status to the employee.
- 21.4: The probationary or working test period is considered as part of the examination process prior to an employee gaining permanent status. Therefore, an employee who has been appointed from an original entrance or reemployment list (not lay off reemployment list) may have his/her services terminated at any time during such probationary period without the right of appeal.
- 21.5: A sworn employee who is serving a twelve (12) month probationary period as a result of a promotion to a higher classification, and whose services are found to be unsatisfactory at any time during this probationary period shall be returned to the classification from which he/she was promoted.

### **ARTICLE XXII LEAVE WITH PAY**

22.1: Conferences. Effective July 1, 2015:

- A). Up to four (4) accredited delegates shall be granted leave with pay by the appointing authority to attend a Veterans' or labor convention, or a credit union conference. Each accredited delegate shall be compensated for up to two (2) work days.
- B). All employees may be granted a Leave With Pay by the appointing authority, with the approval of the Human Resources Director, for a period up to five (5) calendar days in cases where the reason is such that the time off involves the welfare of the City of Dearborn, and may be for the purpose of attending trade or professional conferences that would be in relation to the employee's work.
- C). Leave requests beyond the above provisions shall be requested by the appointing authority and submitted to the Civil Service Commission for approval.

## NON-SUPERVISORY POLICE BARGAINING UNIT

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

- A) The amount of compensation due the employee from the City shall be the difference between his/her regular salary for the ten (10) work day period, and the amount paid to him/her by the Government for a like period, provided, however, that any sums representing allowances shall be excluded from the computation.
- B) Such leave may be granted only once in any twelve (12) month period.
- C) This leave will apply only to permanent employees who have served at least ninety (90) days. Upon the recommendation of the appointing authority, and the approval of the Civil Service Commission, an employee who is called to duty as a member of the Michigan National Guard because of an emergency existing in the State, may be considered for remuneration that would be the difference between his/her normal compensation and the compensation paid to him/her by the Michigan National Guard while in the activated unit.

22.3: Funeral Leave

- A) An employee shall be allowed funeral leave up to thirty-two (32) hours for the purpose of attending a funeral, except in cases where the additional time is approved by the Civil Service Commission.
- B) Time off shall be restricted to death in the employee's immediate family, which would mean spouse or children, parents and grandparents, brothers and sisters, spouse's parents and grandparents and brothers and sisters, and all other cases where in the discretion of the appointing authority and the Civil Service Commission leave for funeral is justified. Funeral leave will not be charged to any other paid leave.

22.4: Personal Business Days Employees who have completed their probationary period shall be entitled to 16 hours for each fiscal year, and shall be subject to the following regulations:

- A) Such personal days may not be used with Vacation except with the prior approval of the Police Chief, or his designee.

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- B) The manpower needs of the department shall be taken into consideration in granting personal leave days. The employee shall give reasonable notice to the commanding officer prior to the date such leave is scheduled.
- C) May not be accumulated from one fiscal year to another.

### ARTICLE XXIII LEAVE WITHOUT PAY

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

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

23.2: Leaves in Excess of Thirty Days Any employee may be granted a leave of absence for other reasons, or for a greater period of time, upon the approval of the appointing authority and the Civil Service Commission. Such a request shall not be unreasonably denied.

23.3: Maternity Leaves As provided under Title VII of the Civil Rights Act of 1964 for disabilities caused by pregnancy, miscarriage, abortion, childbirth, and the recovery from childbirth, for such period that the employee is physically disabled and unable to work. The initial period shall be for a maximum of 480 hours.

23.4: Regulations Regarding Leaves Without Pay

- A) Any employee returning from a leave granted to enter the armed forces shall apply for restoration to his former position within ninety (90) days after his/her honorable discharge.
- B) Any uncompleted training period shall be completed upon return from a leave as herein granted.

## NON-SUPERVISORY POLICE BARGAINING UNIT

- C) An employee may be required to submit to such physical examination as may be deemed necessary to determine physical fitness to resume former duties if reemployment is not within ninety (90) days.
- D) An employee granted leave of absence hereunder shall be restored to his/her position on the expiration of the leave; or before the expiration if approved by the appointing authority and the Human Resources Director.
- E) Any employee still serving a probationary period who has been granted a leave of absence, shall have the length of his/her probationary period extended for the period of the leave of absence, but not for a period that would be greater than the length of the probationary period.

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

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

## ARTICLE XXIV SICK LEAVE

### 24.1: Rate of Accumulation

- A) All regular, full-time employees shall be granted Sick Leave on the basis of eight hours for each completed month of service.
- B) The monthly sick leave accumulation shall accrue to an employee upon completing a minimum of ninety-six (96) hours in the month. Sick leave shall continue to accrue when the employee is receiving a full salary on a duty disability, personal sick leave or vacation.

### 24.2: Regulations and Uses of Sick Leave

- A) Effective March 1, 1987 sworn Police Officers may not have more than 2,000 hours of accumulated Sick Leave to their credit at any one time.



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- B) An employee on Sick Leave shall notify a supervisor no later than fifteen (15) minutes prior to tour of duty, except as otherwise provided by departmental orders, copies of which must be in the files of the Human Resources Department. Effective after ratification, an employee on Sick Leave shall notify a supervisor no later than 60 minutes before the start of a shift.
  - C) Employees shall follow departmental rules and procedures relating to personal illness as described in Department Order 02-133, issued 10/7/02.
  - D) It is further provided whenever an employee is absent from duty because of illness, and the services of this employee are still being used on a part-time basis, then it shall be the duty of the department head to certify to the Human Resources Department and the City Finance Director at the close of each bi-weekly pay period, that this employee has performed duties that would represent a portion of a work day and then such remaining portion of the work day may be charged to Sick Leave when approved by the Civil Service Commission.
  - E) All accumulated and unused Sick Leave shall be credited to any employee recalled from lay off, transferred to another department, or returning from a leave of absence.
  - F) Whenever an employee has been appointed from a Reemployment List (not Lay Off Reemployment) Sick Leave shall be restored at the end of a twelve-month period on the basis of fifty percent (50%) of the unused balance at the time of separation not to exceed a maximum of 240 hours.
- 24.3: In cases of non-work related illness or injury, in the event the report of the employee's physician is challenged by the City, then the following procedure shall be followed:
- A) The City may elect to require the affected employee to be examined by a physician of the City's choice, at the City's expense.
  - B) If the reports of the two (2) examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.
  - C) In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and instead, the affected employee shall be examined at the equally shared cost of the City and the employee,

## NON-SUPERVISORY POLICE BARGAINING UNIT

by an appropriate specialist chosen and mutually-agreed to by the City and employee physician, in the area of controversy for final determination in the matter which shall be binding on the parties.

### 24.4: Sick Leave Sell-Back: Effective July 1, 2015:

- A) On June 1<sup>st</sup> of each year, an employee with more than nine-hundred sixty (960) accumulated sick hours may cash in eighty (80) hours, no more and no less, at the employee's then current rate of pay. The employee's election must be made by June 15<sup>th</sup>. Payments to be made within thirty (30) calendar days from June 15<sup>th</sup>.
- B) On June 1<sup>st</sup> of each year, an employee with less than nine-hundred sixty (960) accumulated sick hours, but more than four-hundred eighty (480) accumulated sick hours, may cash in forty (40) hours, no more and no less, at the employee's then current rate of pay. The employee's election must be made June 15<sup>th</sup>. Payments to be made within twenty (30) calendar days from June 15<sup>th</sup>.

## ARTICLE XXV VACATION LEAVE

### 25.1: Vacation Accumulation

<u>Years of Service</u>	<u>Monthly Prorata Allowance That Will Total</u>
Up to 2 years of service	128 hours per year
From 2 to 4 years of service	144 hours per year
From 4 to 12 years of service	160 hours per year
After 12 years of service	200 hours per year

### 25.2: Vacation Regulations

- A) New employees shall receive the first month's accumulation on the first of the month subsequent to the date of employment, providing such date is prior to the fifteenth (15th) of the month. Provided further the monthly accumulation shall accrue to an employee upon completing a minimum of ninety-six (96) hours in the month. Holidays when granted to the employee shall be considered work days.
- B) Vacation shall continue to accrue when the employee is receiving a full salary on a duty disability leave or personal sick leave.
- C) Unit employees shall be restricted to a maximum accumulation of

## NON-SUPERVISORY POLICE BARGAINING UNIT

Two Hundred Forty (240) vacation hours. All employees shall be subject to the following regulations concerning accrued vacation:

- 1) The vacation year shall be July first through June thirtieth.
- 2) Vacation accumulated for the twelve (12) month period previous to July first shall be taken off within the twelve (12) month period subsequent to July first.

Vacation pay shall be computed at the employee's regular rate of pay at the time the vacation is taken.

- D) Any employee who has been granted a military leave, and has served in the armed forces for a period of at least ninety (90) days, and returns to the City service after an honorable discharge, shall after working for a period of three (3) months, be entitled to vacation privileges equal to one-half of one year's accumulation.
- E) The appointing authority may request the Civil Service Commission to extend the maximum accumulation of vacation as set forth in these rules, if there are extenuating circumstances that would warrant such extension.
- F) The employee shall not lose his accumulated vacation if the appointing authority fails to schedule vacation on a reasonable basis, or denies such vacation.

## ARTICLE XXVI CLASSIFICATIONS AND RATES OF COMPENSATION

### 26.1 Rates of Compensation:

*Effective July 1, 2015:*

<u>Grade</u>	<u>No.</u>	<u>Classification</u>	<u>Interval</u>	<u>Rate of Compensation</u>
P11	01111	Police Officer	Annually	48,377 52,413 58,481 64,555
P02	01102	Police Corporal	Annually	68,371

*Effective July 1, 2016:*

<u>Grade</u>	<u>No.</u>	<u>Classification</u>	<u>Interval</u>	<u>Rate of Compensation</u>
P11	01111	Police Officer	Annually	49,345 53,461 59,651 65,846
P02	01102	Police Corporal	Annually	69,738

## **NON-SUPERVISORY POLICE BARGAINING UNIT**

- |                                   |                            |
|-----------------------------------|----------------------------|
| (a) First 12 months               | - Minimum rate             |
| After 12 months and for 12 months | - Second step in the range |
| After 24 months and for 12 months | - Third step in the range  |
| After 36 months and for 12 months | - Fourth step in the range |
| After 48 months                   | - Police Corporal rank     |

### **ARTICLE XXVII SERVICE INCREMENTS EFFECTIVE DATE**

- 27.1: Service increments shall be effective on the first full pay period following completion of the required period of service.
- 27.2: The hourly rates may be rounded up or down to the nearest five cents when wages are adjusted per contract. Rates to the nearest three cents will be rounded up. Rates to the nearest two cents will be rounded down.

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

- 28.1: When an employee leaves the classified service of the City for reasons other than retirement he/she shall be entitled to payment for any overtime or vacation time accumulated that he/she has at the date of his/her separation from employment with the City. Discharged employees shall not be entitled to payment for accumulated vacation time.
- 28.2: When an employee leaves the classified service of the City through retirement under any of the City's defined benefit or defined contribution plans, the employee shall be entitled to payment for a maximum of one hundred and forty (140) hours of accumulated overtime and may elect one of the following options relating to the balance of accumulated vacation time:
- A) To remain on the rolls and run out accumulated vacation until effective date of retirement; or
  - B) Receive cash payment for a maximum of two hundred and forty (240) hours of accumulated vacation time at retirement.

## **NON-SUPERVISORY POLICE BARGAINING UNIT**

### **ARTICLE XXIX HOURS OF WORK**

- 29.1 Employees in this unit working an eight (8) hour schedule shall work a forty (40) hour week. Employees working in seven (7) day operations, excluding patrol members, shall average eighty (80) hours in a bi weekly pay period on the basis of daily shifts or eight hours. All patrol members working in seven (7) day operations shall average eighty-four (84) hours in a bi-weekly pay period.

### **ARTICLE XXX MINIMUM REPORTING TIME**

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

### **ARTICLE XXXI SHIFT PREMIUM PAY**

- 31.1: If working a 5/2 scheduled, all employees in this unit shall be paid in addition to their regular compensation forty (40) cents per hour for each hour worked on the first shift (midnights) and third shift (afternoons). The City shall define the Working Hours of the midnight and afternoon shifts.

Identification of Shifts: An employee whose scheduled shifts start on or after:

- A) 11:00 A.M. but before 7:00 P.M. shall be deemed to be working the No. 3 (afternoon) shift.
  - B) 7:00 P.M. but before 3:00 A.M. shall be deemed to be working the No. 1 (midnight) shift.
- 31.2: Employees regularly assigned on an afternoon or midnight shift shall be paid the premium rate for such shift when off on vacation, sick leave, personal business, or any other paid leave.

## **NON-SUPERVISORY POLICE BARGAINING UNIT**

- 31.3 If working a 12 hour shift, shift premium shall only be paid to members working 1800-0600 and 1900-0700.

### **ARTICLE XXXII POLICE OVERTIME AND COURT TIME**

- 32.1: Police Overtime Effective November 6, 1990 employees in this bargaining unit shall be compensated for overtime on the following basis:

Compensatory time off or cash payment at the rate of one hundred fifty percent (150%) of the hours worked beyond the normal work schedule. The employee shall have an option to elect compensatory time or cash payment. Compensatory time shall not exceed a maximum of one-hundred forty (140) hours. The election of compensatory time off or cash payment for a particular pay period may not be changed thereafter for that pay period.

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

19th District Court:	Two (2) hours per session when the employee is required to appear during off-duty hours.
Higher Courts or Other Hearing Agencies:	Four (4) hours for morning or afternoon sessions, provided the appearance is during the employee's off-duty hours. Eight (8) hours if attendance is at both sessions during normal off-duty hours.

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

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

- 33.1: The following contract holidays shall apply to all Police personnel and shall be paid under the terms set forth in this section:

New Year's Day (January 1)  
Easter Sunday (Observed)  
Memorial Day (Observed)



## **NON-SUPERVISORY POLICE BARGAINING UNIT**

Fourth of July (July 4)  
Labor Day (Observed)  
Veteran's Day (November 11)  
Thanksgiving Day (Observed)  
Day before Christmas (December 24)  
Christmas (December 25)  
Day before New Year's (December 31)

- 33.2: Holiday Not Worked. If an employee is not required to work on a holiday set forth above he/she shall receive eight (8) hours of additional pay at regular rate, regardless of shift schedule or duration.
- 33.3: Work on Holiday. If an employee is required to work a regular shift (8 hours, 12 hours, or other) on any of the holidays set forth above, then the employee shall receive eight (8) hours of pay at regular rate, regardless of shift schedule or duration, and shall be paid at the overtime rate for regular hours worked on the holiday during the scheduled shift.
- 33.4: Disqualifier. It is further provided that any employee who uses sick time on a holiday set forth above, or uses sick time on a scheduled work day immediately preceding or succeeding the holiday, shall not be entitled to the holiday pay as defined in §33.2.
- 33.5: Holiday Pay in Cash or Compensatory Time. Employees shall have the option of taking Holiday Pay in cash or compensatory time. Employees will notify the employer prior to the beginning of the pay period of the option. Once the employee selects the option it will remain in effect until he changes it.

## **ARTICLE XXXIV CLOTHING AND MAINTENANCE ALLOWANCE**

- 34.1: Police Officers in this bargaining unit shall be paid an annual clothing and maintenance allowance of Five Hundred Fifty Dollars (\$550.00). The annual allowance shall be prorated and paid on the basis of a quarterly allotment. Any employee beginning or terminating his employment during the quarterly period shall receive a pro-rata portion of the quarterly allotment. The allowance shall continue to be paid as long as the employee renders service to the City.

Effective July 1, 2015, said allowance shall be increased to Six Hundred Dollars (\$600.00) annually and paid quarterly.

## **NON-SUPERVISORY POLICE BARGAINING UNIT**

- 34.2: Provided further that each employee receiving such allowance shall maintain and replace clothing as may be required by the Chief of the Department, after periodic inspections. It is further provided that the City shall furnish the new recruit with his first uniform (including vest) which shall not be charged against this allotment. It is further provided that the City will replace an employee's body armor (vest) at the City's cost on an as-needed basis.
- 34.3 If the City is no longer able to provide vests with available grant money during the term of this contract, the parties agree to reopen the contract with regard to this issue only to meet and confer regarding either an increase in the clothing allowance, or another mechanism that will provide for reimbursement in a sum certain, upon production of a receipt.

### **ARTICLE XXXV GUN ALLOWANCE**

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

Effective July 1, 2015, said allowance shall be increased to Three Hundred Fifty Dollars (\$350.00) annually and paid quarterly.

### **ARTICLE XXXVI LONGEVITY PAY**

- 36.1: Longevity. (See attached MOU).

- A) For payment in December, the Longevity Pay schedule for Police employees in this unit shall be as follows:

Years of Service Completed	
10 through 14 years	\$1,750
15 through 19 years	\$2,800
20 through 24 years	\$3,800
25 years and over	\$4,200

- 36.2:

## NON-SUPERVISORY POLICE BARGAINING UNIT

### Administrative Regulations

- A) To qualify for the annual longevity payment as set forth in Section 36.1, the employee must be working in a full time permanent position and must have earned his/her service credit on or before December first of each year.
- B) The term "service" for the purpose of determining eligibility for longevity pay shall be those years of service that have been credited to the employee's seniority in accordance with the definition of "Employer Seniority" as set forth in Article IX of this Agreement.
- C) To be eligible for longevity pay under Section 36.1, employees must have a satisfactory working record for the twelve (12) months previous to December first of each year; and such satisfactory work record shall be determined by the Civil Service Commission from the information that may be contained in the employee's personnel file.
- D) Employees retiring during the year shall receive at the time of retirement a prorated portion of the annual longevity payment based upon the number of months on the payroll from their December first to the date of retirement, providing retirement is under one of the following conditions: (1) a service retirement after twenty-five (25) years of service, (2) a service retirement after age 60, (3) a duty or non-duty disability retirement.  
  
If an employee dies during the year, then his beneficiary shall receive a prorated portion of the annual longevity payment based upon the number of months on the payroll from December first to the date of death.
- E) For purposes of final average compensation calculations, longevity will be for the applicable three year final average compensation period only. All employees will be treated equally regardless of separation date.

## ARTICLE XXXVII HEALTH CARE BENEFITS

### 37.1: GENERAL

- A. The Employer will make monthly payments for the cost of Health Care Benefits pursuant to the Flexible Benefits Plan for all employees who work in a regular full-time position. The monthly payment shall be made by the Employer for each month that the

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employee receives some salary or wage as compensation for his/her services. Insurance coverage's shall begin the first of the month following thirty days of full-time enrollment. The basic coverage for self, or self and spouse, or self and family (including only spouse and eligible children) shall be provided through the Flexible Benefits Plan described in this section.

- B. The Employer reserves the right to self insure in lieu of any or all of the below insured benefits so long as the benefit coverage is equivalent to or better than the level of benefits as outlined in the parties' July 1, 2006 through June 30, 2012 collective bargaining agreement. The Employer will give advance notice of its intention to self insure, and will, upon request, meet and consult with the Union prior to any modification being made.
- C. Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a federal or national level, and should the City or its employees be affected, directly or indirectly, by said legislation, then, at the request of either party, the parties shall negotiate regarding said subject.
- D. Employees shall be required to pay for all sponsored dependent riders.
- E. The Employer reserves the right to provide additional health coverage programs for the employees' selection. Once selected, the employee must remain in the program for a minimum of one year.
- F. Effective July 1, 1988, married employees who are both employed by the City shall be eligible to elect: an individual single health care benefit for each employee, or one two-person contract. A family must elect family coverage.
- G. Effective July 1, 2012, health care premiums will be paid 80% by employer and 20% by employee. Employee shares shall be deducted from pay. Employee's wishing to pay up to PPO will be from City HMO rate.
- H. The provisions of 37.1 A-G notwithstanding, the Employer reserves the right to change, amend, modify, and/or discontinue the existing health insurance benefit program in response to developments associated with the Patient Protections and Affordable Care Act ("Act"), and as said Act may be from time to time changed, amended, defunded, or modified, including the right to so act in response to (a) regulations issued pertaining to said Act, and/or (b)

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judicial interpretation of said Act. The Employer will first consult with the Union regarding any action(s) it may take. Should the Union feel that any such Employer action is not reasonable under the circumstances, the Union may grieve. An arbitrator shall give appropriate deference to the Employer's determination as to reasonableness.

### **37.2 FLEXIBLE BENEFITS PLAN**

Effective July 1, 2009, all employees will be covered by the following Flexible Benefits Plan:

#### **A) PARTICIPATION**

1. All unit employees must participate in the Flexible Benefits Plan.

#### **B) FEATURES OF THE FLEXIBLE BENEFITS PLAN**

1. Pre-tax employee optional purchase, employee-funded on a "use it or lose it" basis:
  - a) Health Care Flexible Spending Account - \$2,000/year maximum. For plan years beginning after December 31, 2015, \$2,500/year maximum.
  - b) Dependent Care Flexible Spending Account - \$5,000/year maximum
2. Post-tax employee optional purchase (as available):
  - a) Supplemental employee life and AD&D insurance
  - b) Spouse and dependent life insurance
3. City paid employee life insurance. The City reserves the right to change carriers or self insure, at its discretion, so long as the benefit coverage is equivalent to or better than the level of benefits.
4. Medical/Dental insurance choices:
  - a) Coverage shall be limited to one of the following programs for self, or self and spouse, or self and family (including only spouse and eligible children):
    1. Base plan, or



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2. Plans offered by the City by other carriers offering substantially similar coverage with a comparable benefit level.

- b) Buy Up - The City shall provide base health and dental insurance plans without any employee insurance premium or out-of-pocket expense. Current employees choosing higher cost coverage must pay one half the current difference between the base plan and the higher cost plan, deductions to be taken from each pay.

Employees hired on or after 7/1/2009 will pay the full amount of the difference. Deduction to be taken from each of 24 pays per year.

The parties agree to meet and confer on the request of the City or the Union if either determines that it would be in its best interest to eliminate or change a provider. Any change in providers will be by mutual agreement.

5. Drug rider co-payments shall be as follows:

7/01/12:	\$15 (generic)
	\$30 (brand)

and a 90 day supply for 2 times the co-pay (mail order or retail pharmacy).

The City has the right to implement step-therapy and prior authorization programs as long as employee co-pays are not increased. Moreover, doctor's demonstrating "medical necessity" can authorize medications contrary to the medications suggested from the programs listed above.

6. Optical Insurance: City shall provide a vision plan, up to and including family coverage. For new hires, it will be effective the first of the month following thirty (30) days of employment. The parties agree to meet and confer on the request of the City or the Union if either determines that it would be in its best interest to eliminate or change a provider. Any change in providers will be by mutual agreement.

7. At retirement, the flexible benefits plan will not be available (see Section 38).

37.3

### Insurance Plan Cash-Out for Flexible Benefits Plan Participants

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1. Employees participating in the Flexible Benefits Plan will be eligible for a cash-out to waive City health insurance coverage. Such waiver will be payable in the employee's regular paychecks.
  - a. The annual amount of cash-out will be \$2,500 for waiving family coverage, \$2,000 for double coverage and \$1,250 for single coverage. Employees must have health insurance coverage through an alternate source and sign up for waiver of coverage through the Payroll Office
  - b. Employee must have health coverage via a spouse or another source as long as neither is financed in any way by the City of Dearborn.

For a City employee married to a City employee, a payment of \$625 per year will be payable to the spouse in the Flexible Benefits Plan who does not take the City's medical coverage.

2. Employees participating in the Flexible Benefits Plan will be eligible for a cash-out to waive City dental insurance coverage. Such waiver will be payable in the employees' regular paycheck.

The annual amount of cash-out will be \$400 for waiving family coverage, \$250 for double coverage and \$125 for single coverage. Employees must sign up for waiver of coverage through the Payroll Office.

### 37.4

#### Optional Health Care Plan

If administratively possible, an Optional High Deductible Savings Plan Option may be available to all bargaining unit Employees effective July 1, 2009: (The following would be in an attachment to the collective bargaining agreement.)

High Deductible Health Savings Plan Option (Additional Plan Option *effective July 1, 2009*).

An HMO High-Deductible health insurance plan with a Health Savings Plan feature, may be added as a plan option to complement the existing HMO and PPO plan options currently available. For 2009, the annual contributions into the employees Health Savings Plan Account under this plan option will be

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\$1,200.00 (representing a monthly contribution of \$100.00) for a one person coverage and \$2,400.00 (representing a monthly contribution of \$200.00) for two-person or family coverage. This contribution will be deemed an employer contribution. The employee will be immediately 100% vested in their account balance. The account contributions will be tax-free to the employee and will be used to pay for the qualifying out-of-pocket expenses of the High-Deductible plan as defined by the Plan Document. Account balances can carry-over year after year and any remaining balance at retirement or upon termination of employment will remain the employee's until the account balance is exhausted.

### **Prescription Drug Plan**

- a) Low co-pays for generic drugs with increasing co-pays for preferred brand drugs, non-preferred drugs and specialty drugs. \$15 for generic; \$30 for brand; 30% maximum applies to specialty drugs with an employee maximum per prescription of \$60.
- b) Mandatory Generic program for higher cost plan (equivalent to base plan) step-therapy and prior authorization programs.
- c) 90 day supply for 2.0 times co pays (mail order or at retail pharmacy).

## **ARTICLE XXXVIII RETIREE HEALTH CARE BENEFITS**

- 38.1 This benefit is granted only to those retirees or beneficiaries retiring under a "Normal Retirement". At the death of a retiree, coverage shall continue to a spouse who is a beneficiary under the retirement system. In this Article the term spouse refers to only the existing spouse of an employee as of the employee's date of retirement. Excluded from coverages herein, is any person who marries a retiree.
- 38.2 Employees will receive the following Retiree Health Benefits if they retire under a "Normal Retirement", as defined below.
  - A) Current definition of "Normal Retirement" is 25 or more years of actual credited service; or, age 55 and at least 10 years of actual credited service; for DC plan members 25 or more years of actual credited service; and MERS members, 50 years of age with 25 or more years of actual credited service.

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- B) Employees eligible for retiree medical shall, subject to conditions set forth in this Section, have One Hundred Percent (100%) of the premium charges paid by the City for the retiree and/or eligible spouse.
- 38.3 Retirees must choose a provider, including a comparable, portable health insurance provider from those offered at time of retirement. Retirees shall be eligible to make a choice of coverages during the customary enrollment period in May of each year with an effective date of July 1.
- 38.4 Drug rider co-payments shall be as follows:
- Effective for employees retiring on or after 7/01/12:
- \$15 (generic)                      \$30 (brand)
- and a 90 day supply for 2 times the co-pay (mail order or retail pharmacy).
- The City has the right to implement step-therapy and prior authorization programs as long as employee co-pays are not increased. Moreover, doctor's demonstrating "medical necessity" can authorize medications contrary to the medications suggested from the programs listed above.
- 38.5 Employees retiring under a duty disability retirement shall have the full monthly premium paid for retiree, spouse and eligible dependents. If an employee represented by this bargaining unit is killed in line of duty, the benefits of this section shall continue to be provided to the spouse until the spouse remarries, and to dependent children until the children cease to be dependents. A beneficiary receiving a duty death annuity shall have the full monthly premium paid for the spouse and dependent children, such payment to continue until remarriage.
- 38.6 Effective July 1, 2009, non-duty disability retirees, spouse and eligible dependents will have the premium paid in accordance with the following schedule:

<u>Years of Service Completed</u>	<u>Percent Paid by City</u>
0 through 9 years	0 %
10 through 14 years	40%
15 through 19 years	60%
20 through 24 years	80%
25 years and over	100%

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- 38.7 A) Beginning in the month the retiree or spouse becomes Medicare eligible or the date one or both are eligible and receive Medicare, whichever comes first, the retiree and spouse shall apply for Medicare Parts A and B and may choose coverage under one of the Health Maintenance Organization Plans, or shall be provided supplemental coverage at the level determined by the City. Upon approval for Medicare, the City shall provide Medicare supplemental coverage. The parties agree to meet and confer on the request of the City or the Union if either determines that it would be in its best interest to eliminate or change a provider. Any change in providers will be by mutual agreement.
- B) If the retiree and/or spouse is eligible for Medicare and fails to make application for Medicare coverage, then the City shall not pay any greater premium than would have been paid had the retiree and/or spouse received Medicare. The retiree shall reimburse the City for any excess premiums paid. At the death of the retiree, coverage shall continue to a spouse who is a beneficiary under one of the City's retirement systems. Coverage to begin in the month spouse receives an annuity. Subject to the provisions of 38.5 if the retiree is not eligible for Medicare coverage, then the same premium payments shall continue as set forth in Section 38.2.
- 38.8 In the event a retiree covered by the above provisions subsequently obtains other employment where the employer provides health care coverage of a substantially similar nature, he/she shall notify the City of such employment, and the retiree may apply for the cash bonus for non-participation in health coverage, if eligible. The City shall not be required to continue its coverage for the duration of the retiree's other employment. Upon the retiree's leaving his/her above-mentioned employment, he/she may notify the City in writing and the City shall again enroll the retiree in its retiree medical plan.
- 38.9 In the event the City would be obligated to make contributions under a National Health Insurance Act, that would affect coverage for retirees, then the terms of this Agreement shall be subject to renegotiations.
- 38.10 Effective January 1, 1999 deferred retirees are not eligible for retiree medical benefits.
- 38.11 Non-Participation in Health Care Coverage

For those employees retiring on or after July 1, 2009, an annual cash bonus of \$1,250 for a single retiree coverage, \$2,000 for double coverage or \$2,500 for waiving family coverage, to be payable under the following conditions:



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- 1) Retiree must have health coverage via a spouse or another source as long as neither is financed in any way by the City of Dearborn.
- 2) A retiree electing to waive Health Care coverage must sign the appropriate forms prior to July first of each year, and an annual payment shall be made on or about August first.
- 3) Any retiree who collects a bonus and whose circumstances subsequently change whereby they become eligible for health coverage through the City, shall reimburse the City a prorated portion of the bonus based on a twelve-month period.
- 4) No retiree shall receive a cash bonus in the fiscal year such retiree would attain age 66 or as determined Medicare eligible.

### 38.12 Retiree Health Care Plan

Employees hired after June 30, 2012 participate in the Retiree Medical Savings Account ("RMSA"). No post-retirement health care provided by the City.

#### SCHEDULE –

While employed, the employee will contribute an annual contribution of \$600.00 paid over 24 pay periods. The City will contribute an annual contribution of \$1,500.00 per year (to be paid monthly at \$125) commencing when otherwise eligible for health insurance.

- All accounts vest at 5 or more years of service
- Annual contributions cease at Normal Retirement or termination

Effective July 1, 2016, the Health Care Savings Program ("HCSP") participating employee's mandatory pre-tax withholding annual contribution will be \$1,152 at \$48.00 per pay paid over 24 pay periods. The City's annual contribution of \$2,100.00 (paid monthly at \$175.00) commencing when otherwise eligible for health insurance. Vesting for the employer contributions is five (5) years. Annual contributions cease at Normal Retirement or termination.

## ARTICLE XXXIX DENTAL PLAN

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

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

100% of treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I) benefits and sealants

80% of treatment costs paid by Carrier on Class II benefits

50% of treatment costs paid by Carrier on Class III benefits

\$1200 maximum per person per contract year on Class I, Class II benefits and Class III benefits, and \$1200 lifetime maximum on Class IV (orthodontic) benefits

50% of treatment costs paid by Carrier on Class IV benefits

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

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

### **ARTICLE XL SUPPLEMENTAL BENEFITS TO WORKERS' COMPENSATION**

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

40.2: Any time lost beyond 180 calendar days shall first be charged against sick leave, then against accumulated overtime and then to vacation, except that such time shall not be charged against vacation without the employee's approval.

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

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

### **ARTICLE XLI SICK LEAVE SEPARATION PAY**

- 41.1: Upon separation from the classified service either through:
- A) A service retirement after twenty-five (25) years of service;
  - B) A service retirement after age sixty (60);
  - C) A duty or non-duty disability retirement; or
  - D) Upon death of an employee, an employee shall have paid to him/her or to his/her beneficiary an amount that will be equal to fifty percent (50%) of unused sick leave, but not in excess of 520 hours.
- 41.2: After separation from the classified service, through a deferred service retirement after ten (10) years of service, an employee shall have paid to him/her, at the time he or she is entitled to collect a deferred allowance, a prorated amount of unused sick leave calculated in accordance with the memorandum of understanding dated January 27, 1995.
- 41.3: The separation rate of pay shall be the final hourly rate.

### **ARTICLE XLII LIFE INSURANCE COVERAGE**

- 42.1: For the life of this contract, the City will maintain the benefits as set forth in the current policy. The City reserves the right to change carriers, or self-insure, at its discretion.

### **ARTICLE XLIII ADOPTION BY REFERENCE**

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

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### **ARTICLE XLIV SAVINGS CLAUSE**

44:1: If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

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

### **ARTICLE XLV PENSION/RETIREMENT**

45.1: Retirement benefits shall be in accordance with the terms outlined under Chapter 21 and Chapter 23 of the former City Charter. For members of Chapter 23 only the following shall be in effect:

- A) Effective June 30, 1984 Policemen, as defined in Section 232.01, shall be eligible for retirement benefits after completing twenty-five (25) years of credited service, including military service time, regardless of age.
- B) Effective November 1, 1981 earnings restrictions eliminated in Section 235.04. Post retirement income shall not be deducted from pension payments.
- C) Effective July 1, 1988, Chapter 23, Section 235.03, shall be amended to reflect that upon a non-supervisory police member's retirement he/she shall receive a life allowance based upon his/her average salary multiplied by his/her number of years, to the 1/12th year, of credited service as follows:
  - 1) For the first twenty-five years 2.5% per year.
  - 2) For the next five (5) years 1.5% per year.
  - 3) Thereafter 1.0% per year.
- D) Effective November 1, 1989, Chapter 23 shall be amended to reflect that a nonsupervisory police member shall have the right to elect to

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receive after having accumulated twenty-five (25) years of service or at any date thereafter a partial or total refund of his accumulated contributions (without interest) to the Members Deposit Fund. A member shall have the right to elect to withdraw his contributions a maximum of two occasions, including at any time after he has acquired twenty five (25) years of service and at the date of separation. If a member makes such an election, an annuity payable under any retirement allowance, or a reduced retirement allowance, shall be reduced proportionately. If the total accumulated contributions are withdrawn, no annuity shall be payable. If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the annuity withdrawn. The amount of the annuity at the time of such election shall be the amount used at the time of retirement for purposes of computing the retirement allowance.

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

45.2: Effective March 1, 1999, Chapter 23, Section 235.12 and Section 235.09(4), shall be amended to reflect that a non-supervisory police member who retires on and after March 1, 1999 shall not receive any redetermination of his amount of benefit for the period of the first three (3) years following the date of his retirement. Thereafter, such non-supervisory police member shall be eligible for the provided-for two percent (2%) adjustment (subject to the cost of living cap) conditioned as set forth in said Section, beginning with the date which is thirty-six (36) full months after the effective date of retirement. Such two percent (2%) adjustment shall not be retroactive. For example, a non-supervisory police member, after eight (8) years of retirement, may receive a maximum of ten percent (10%) in any redetermination (8 years minus 3 years = 5 years multiplied by a maximum of 2.0% per year equals 10%).

45.3: Effective July 1, 2004, Chapter 23, Section 235.12, will be amended to reflect that a non-supervisory police member who retires on and after July 1, 2004, shall not receive any redetermination of his amount of benefit for the period of the first twenty-four (24) months following his/her date of retirement. Thereafter, said non-supervisory police member shall be eligible for the provided for two percent (2%) adjustment (subject to the cost of living cap) conditioned as set forth in said Section, beginning with the January 1<sup>st</sup> or July 1<sup>st</sup> which is at least twenty-four (24) full months after the effective date of retirement. Such two percent (2%) adjustment shall not be retroactive. For example, a non-supervisory police member after seven (7) years of retirement, may receive a maximum of ten (10%) percent in a redetermination after seven (7) years. (7 years minus 2 years = 5 years multiplied by a maximum of 2.0% per year equals 10%).



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- 45.4: Effective July 1, 1990, Chapter 23, 235.07 shall be amended to reflect that a nonsupervisory police member who retires on or after July 1, 1990 shall be entitled to defer allowance anytime after vesting (10 years to be collected when otherwise eligible 25 years). (See Article XXXVIII, Section 38.6 referencing Retiree Health coverage eligibility)
- 45.5: Effective July 1, 1994, the life allowance otherwise payable would not be reduced to reflect the withdrawal of contributions.
- 45.6: Pension Multiplier:
- |                        |      |   |           |      |   |         |
|------------------------|------|---|-----------|------|---|---------|
| Effective July 1, 1994 | 2.6% | X | 25 years; | 1.0% | X | 5 years |
| Effective July 1, 1995 | 2.7% | X | 25 years; | 1.0% | X | 5 years |
| Effective July 1, 1996 | 2.8% | X | 25 years; | 1.0% | X | 5 years |
- Cap: 75%
- 45.7: Effective July 1, 2003, should a member, prior to being employed by the City, serve in the military forces of the United States government (and/or as a full-time sworn municipal police, county sheriff, or state police officer within the United States) such member may claim service credit, not to exceed a total of three (3) years, for service prior to his or her employment by the City. A member who elected to claim a service credit provided for in this section shall pay into the retirement system an amount equal to the annual contribution rate in effect at the time of his or her election multiplied by the period of service claimed.

The military service credit shall only be allowed to honorably separated veterans and only for active duty served in the armed forces of the United States as defined and limited in the Civil Service Bulletin dated 8/7/70 pertaining to Veterans Preference Requirements.

Current members of the retirement system as of November 22, 1998 shall make the election for police service credit on or before June 30, 1999. Those who become members after November 22, 1998 shall make the election for police/military service credit within 2 ½ years after they become a member. In any event, the election for police/military service credit must be made prior to the retirement. A failure to make the election on forms provided therefore within the prescribed time limits shall constitute an absolute bar to a member's obtaining of police/military service credits for police/military service rendered prior to employment with the City. The Board may waive the time limit prescribed herein for application to obtain the police/military service credit in the event of a subsequently occurring substantial disability.

To obtain a police/military service credit allowed hereunder, a member shall file an application therefore on forms provided by the City and shall either:

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- 1) Make a lump sum payment into the Retirement System equal to said member's annual compensation at the time of the election times the member's contribution rate then in effect times the number of years or fraction thereof for which a credit is being claimed;
- 2) Execute a payroll deduction authorization in an amount which will guarantee payment within five years of the amount provided for in (1) above, together with simple interest at 6% per year from and after the date of election is made.

In any event, full payment of the principal and interest must be made prior to retirement.

The credits for police/military service allowed pursuant to this subsection shall constitute credits for pension purposes and sick leave separation pay and Blue Cross accruing at the given number of years service credit upon which the retirement is based. Longevity pay, vacation, seniority, etc., shall continue to be interpreted and computed on the basis of service which has actually been rendered to the City. (Amended by Ordinance No. 77-1849 and further amended by Ordinance No. 79-1961.)

In any case of questions as to the service credit of any person, the board shall have power to decide the question consistent with the July 1, 1997 collective bargaining agreement.

- 45.8: Effective July 1, 1998, an employee retiring on a duty or non-duty disability pension cannot have a beneficiary other than a current spouse or legal dependent as defined by U.S. Internal Revenue Code.
- 45.9: Effective Jan 1, 2000, the B-50 option will be provided at no cost.
- 45.10: All new hires shall participate in the City's Defined Contribution Plan or the MERS B-4 Plan Retirement System (Section 45.13) and not the Chapter 23 Retirement System. A brief outline is as follows:

### A. Participation

1. All unit employees have an opportunity to join the DC Plan when they are service capped under Defined Benefit (DB) Plan, or after 25 years of service. The employee must elect to defer his/her DB Pension and select the DC Plan. The employer shall have a forty-five (45) day processing period from the date the Finance Department receives the completed election form.
2. An election into the DC Plan is an irrevocable decision.

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3. The DB benefit is frozen as of date of conversion.

B. Other

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

45.11: Disease/illness: Effective July 1, 2004, amend Section 235.08(7)(a) to include non-supervisory police officers.

45.12: Effective on ratification, for purposes of final average compensation calculations, retro pays will be allocated to the time at which the compensation would have been paid so all employees will be treated equally regardless of separation date.

45.13 Employees currently participating in the DC plan will have the option of participating in MERS Defined Benefit Plan B-4, with the D-2 rider and the MERS definition of compensation or the City's defined contribution program as established in its discretion. (The following would be an attachment to the collective bargaining agreement.)

A) Future employees may elect to participate in the City of Dearborn DC Plan or the MERS DB Plan at the time of hire. This is an irrevocable decision.

B) The City of Dearborn DC Plan contribution table effective the first full pay period following July 1, 2009 are as follows\*:

	Employee	Employer
Mandatory	5%	5%
Matching	5%	5% (1% increments of matching)

\*Requires waiver of participation in social security.

C) Vesting after 5 years. Includes employee service prior to conversion date.

D) Current employees in the City of Dearborn Defined Contribution (DC) Plan will have the following options (choices are irrevocable):

- 1) Continue in the DC Plan for the remainder of their career
- 2) Freeze DC Plan assets and start new in the MERS DB Plan
- 3) Transfer assets in the DC Plan to the MERS DB Plan – See service time below.

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### E) MERS DB Plan Specifications

Benefit Formula	B-4 (2.5% per year multiplier), 80% Max
Normal Retirement Age	60 years old (see below for modification)
F50 Retirement Condition	50 years of age and 25 years of service
Vesting Provision	10 years of service
FAC Period	3 years,
Disability	D-2
Member Contribution	5% non-refundable (refundable per MERS conditions with benefit reduction)

DC service 100% City of Dearborn service time can be purchased by the employee to the extent that the employee can pay for the service time with the transfer of DC Plan resources (employee and employer balances) or other employee resources. The cost for the purchase of time will be consistent with MERS practices of 100% inclusive of normal cost (inclusive of employee contributions). The City of Dearborn will not contribute or inherit any unfunded accrued liability related to service time. The employee will have up to 24 months to pay for the service time and must pay in lump sum or equal installments via payroll deduction as determined by MERS.

An employee cannot receive credit for the same City of Dearborn service time in more than one pension system. This exclusion applies to both DC and DB pension systems. Credit for service time can be applied to one system and cannot be duplicated.

Military/Prior Service Time Employees can purchase up to 3 years total of Military or prior employment fire or police service time. A combination is acceptable, but the total cannot exceed 3 years. The cost for the purchase of time will be consistent with MERS practices of 100% inclusive of normal cost (inclusive of employee contributions).

COLA None  
Longevity Prorated for 3 year time period only, not when paid.

## NON-SUPERVISORY POLICE BARGAINING UNIT

Retro Pay	Prorated over actual period of time when earned, not when paid.
Compensation	As defined by MERS. Termination pay is excluded by MERS and components of termination pay are as follows (but not limited to): payout of leave time balances for sick, vacation, PTO, and other balances of minute, carry over, and accumulated overtime (AO) time. Any accumulations of balances that are paid out in block/cashed out during the 3 year FAC period are not includable in FAC.
Other	Other provisions of the MERS DB Plan are as defined by MERS unless documented and confirmed by both the City of Dearborn and MERS. The City of Dearborn Chapter 23 DB Plan provisions and corresponding ordinances are not applicable to the MERS DB Plan.

- F) Vested employees of the City of Dearborn DB or the MERS DB Plan may chose at any time to freeze their DB Plan benefit and convert to the City of Dearborn DC Plan. The employee will be immediately vested in the DC Plan. The DB Plan benefit will be calculated at the point of this election and no further service time or credit will accrue. After twenty-five (25) years of service an employee may freeze their DB Plan benefit and health care and convert to DC plan. The DB benefit is frozen as of the date of conversion. The DB Plan benefit will be locked in at this point and will be payable at the point that the employee is eligible and terminates employment with the City of Dearborn. This is an irrevocable decision.

45.14 Automatic re-opener would discuss any requirements regarding benefit calculations or contributions required by law for either the City DB Plan or the MERS DB Plan.




NON-SUPERVISORY POLICE BARGAINING UNIT


ARTICLE XLVI  
DURATION OF AGREEMENT


46.1: This Agreement shall continue in full force and effect from July 1, 2015 up to and including June 30, 2017.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 9 day of March, 2016.


POLICE OFFICERS ASSOCIATION OF  
MICHIGAN DEARBORN AND POLICE  
OFFICERS ASSOCIATION OF MICHIGAN

  
Kenneth Grabowski, Business Agent  
Date: 3-9-16

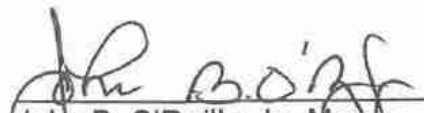
  
Alan Brzys, Local President  
Date: 3-9-16

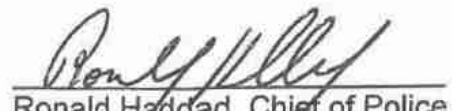
  
Mike Maurier  
Date: 3/9/2016

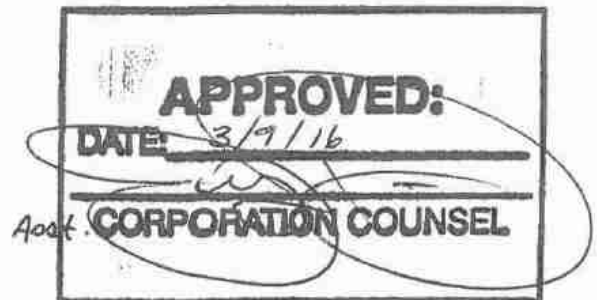
  
Bernie Gibson  
Date: 3-9-16

  
Chad MacDonald  
Date: 9 MARCH 16

CITY OF DEARBORN, A  
MUNICIPAL CORPORATION

  
John B. O'Reilly, Jr., Mayor  
Date: \_\_\_\_\_

  
Ronald Haddad, Chief of Police  
Date: 3/22/16



THIS AGREEMENT CONCURRED IN BY CIVIL SERVICE RESOLUTION NO. 7797-15,  
ADOPTED 8/24/2015 AND COUNCIL RESOLUTION NO. 8-395-15, ADOPTED 8/25/2015.

## NON-SUPERVISORY POLICE BARGAINING UNIT

### MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DEARBORN, THE POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), AND THE POLICE OFFICERS ASSOCIATION OF DEARBORN (POAD).

The City of Dearborn, hereinafter the "City", the Police Officers Association of Michigan, hereinafter the "POAM", and the Police Officers Association of Dearborn, hereinafter the "POAD", agree as follows:

#### Longevity: Effective December 1, 2015

All employees working in a full-time permanent position who have not earned at least ten (10) years of service credit on or before December 1, 2015 shall receive longevity pay in accordance with the following:

#### 36.1:

Years of Service Completed	
10 through 14 years	\$1,750
15 through 19 years	\$2,600
20 through 24 years	\$3,600
25 years and over	\$4,200

#### 36.2: Administrative Regulations

- A) To qualify for the annual longevity payment as set forth in Section 36.1, the employee must be working in a full time permanent position and must have earned his/her service credit on or before their anniversary date.
- B) The term "service" for the purpose of determining eligibility for longevity pay shall be those years of service that have been credited to the employee's seniority in accordance with the definition of "Employer Seniority" as set forth in Article IX of this Agreement.
- C) To be eligible for longevity pay under Section 36.1, employees must have a satisfactory working record for the twelve (12) months previous to their anniversary date; and such satisfactory work record shall be determined by the Civil Service Commission from the information that may be contained in the employee's personnel file.
- D) Employees retiring during the year shall receive at the time of retirement a prorated portion of the annual longevity payment based upon the number of months on the payroll from their anniversary date to the date of retirement, providing retirement is under one of the following conditions: (1) a service retirement after twenty-five (25) years of service, (2) a service retirement after age 60, (3) a duty or non-duty disability retirement.

*ALB*  
1-18-16

## NON-SUPERVISORY POLICE BARGAINING UNIT

### NON-SUPERVISORY POLICE BARGAINING UNIT


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

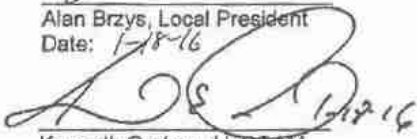
- E) For purposes of final average compensation calculations, longevity will be for the applicable three year final average compensation period only. All employees will be treated equally regardless of separation date.

All employees working in a full-time permanent position who have earned at least ten (10) years of service credit on or before December 1, 2015 shall continue to receive longevity pay in accordance with the terms and conditions of the current collective bargaining agreement until an agreement between the parties regarding implementation of item number fifteen (15) of the August 2015 Tentative Agreement can be reached.

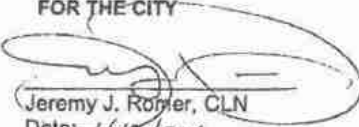
All other terms and conditions of the Collective Bargaining Agreement remain unchanged.

FOR THE UNION

  
Alan Brzys, Local President  
Date: 1-18-16

  
Kenneth Grabowski, POAM  
Date:

FOR THE CITY

  
Jeremy J. Rorier, CLN  
Date: 4/14/2016

