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6-30-75

Dearborn Heights

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF DEARBORN HEIGHTS

- and -

DEARBORN HEIGHTS POLICE, LIEUTENANTS,  
SERGEANTS, CORPORALS, AND DETECTIVES ASSOCIATION

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Mayor John L. Canfield  
City of Dearborn Heights  
6045 Fenton

Dearborn Heights, Michigan 48127

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY



COLLECTIVE BARGAINING AGREEMENT

I. PARTIES

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1972, between the City of Dearborn Heights, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and the Dearborn Heights Police, Lieutenants, Sergeants, Corporals, and Detectives Association, existing under the laws of the State of Michigan (hereinafter referred to as the "Association").

WITNESSETH:

II. PURPOSE AND INTENT

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

III. RECOGNITION

A. The City of Dearborn Heights recognizes the Association as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all police officers of the rank of corporal and above, including detectives, but excluding Executive employees. The City agrees to negotiate with the Association on items relating to rates of pay, wages, hours and conditions of employment.

B. Police officers 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, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

C. The City will deduct, upon signed authorization by individual officers all initiation fees, dues and assessments as certified by the Association and forward same to the Association's authorized Treasurer each month. The Authorization shall be irrevocable for the term of this Agreement.

#### IV. AGENCY SHOP

(This section is unlawful as of November 30, 1972 by the decision of the Supreme Court of Michigan.)

Any police officer who is not an Association member and who does not make application for membership, shall, as a condition of employment, pay to the Association an amount equal to the Association's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. Police officers who fail to comply with this requirement within thirty (30) calendar days following the effective date of this Agreement or the beginning of their employment, whichever first occurs, shall be discharged by the City.

#### V. REPRESENTATION

A. The Association shall be represented in all negotiations by a committee of any three officers of the Association and such counsel, legal, economic or otherwise, as they shall retain. The City shall negotiate with those representatives and their counsel as herein provided.

B. The Association shall be represented in the grievance procedure by two (2) stewards, the President of the Association who shall act as Chief Steward, and such counsel as they shall retain. There shall be one (1) alternate for each steward and the Vice-President shall act as the alternate Chief Steward.

C. The President and a steward shall act as a grievance committee.

D. Officers and other representatives of the Association shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Association responsibilities, including negotiations with the City, processing of grievances, and administration and enforcement of this Agreement. Further, the President of the Association shall be assigned police duties in the police station between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, during which he will be allowed to handle all Association business that will come before him, and attend all meetings pertaining to the Association during said hours without loss of time. Association business will take precedence over all other non-emergency duties assigned to the President. The President will account for all time spent away from the Police Department while conducting Association business if so directed by the Chief of Police or the Mayor.

## VI. GRIEVANCE PROCEDURE

A. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

B. Every police officer covered by this Agreement shall have the right to present grievances in accordance with the following procedure:

Step 1-a. If a police officer feels he has a grievance, he shall report same to the President, or his steward for presentation. Each grievance shall be initiated within five (5) days of the occurrence of the cause of complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, within five (5) days after the Union or the aggrieved becomes aware of the cause for complaint.



Step 1-b. The President or steward shall file the grievance in writing within seven (7) days after receipt from the police officer with the officer's immediate supervisor, or if not available, to the next ranking officer in charge.

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

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

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

D. All police officers shall have the right to be represented by the President, a steward, or counsel at all disciplinary conferences or procedures. Notification shall be promptly given to the Association of any disciplinary action taken against any police officers which results in official entries being added to his personnel file.

E. (1) At the time of filing with the City all grievances shall designate an election of remedies by specifically stating thereon whether the aggrieved employee elects to proceed in accordance with Act 78 or the Rules of the American Arbitration Association. Failure to specifically designate Act 78 shall be conclusively presumed to constitute an election to proceed under the rules of the American Arbitration Association.

(2) It is specifically agreed that once an employee elects a procedure, either specifically or by failure to designate, such employee waives resort to any other forum as a means of resolution of the subject of the grievance without written consent of the City.

## VII. ARBITRATION

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

1. Arbitration or Act 78 resolution shall be invoked by written notice to the other party within thirty (30) days of Step 3 determination of intention to arbitrate or secure Act 78 resolution. Upon receipt of a notice to arbitrate, the City and the Association shall each appoint an arbitrator to represent them and each shall notify the other of the name of the person so designated. The two (2) designated arbitrators shall meet and appoint a third disinterested person to act as chairman of the board of arbitrators. In the event the two (2) designated arbitrators cannot agree upon the third person within ten (10) days of the demand for arbitration, they shall request the American Arbitration Association to appoint an impartial arbitrator to act as chairman in accordance with its then applicable rules and regulations.
2. The decision of the board of arbitrators shall be final and binding upon the City, the Association

and the affected police officers.

3. The board of arbitrators shall have no power or authority to add to, or subtract from, or to modify any of the terms of this Agreement.

4. Any and all costs incurred for the purpose of arbitration shall be shared equally between the City and the Association.

5. The grievance procedures provided herein shall be the exclusive remedy for the Association, the City and the employees and there shall be no right to pursue any other procedures or remedies under Act 78, Public Acts, 1935 or the Courts on matters subject to the grievance procedure as provided herein, unless Act 78 is specifically elected by the aggrieved at the time of filing the grievance with the City.

#### VIII. SENIORITY

A. Seniority of a command officer shall be from date of last employment. A police officer shall forfeit his seniority rights only for the following reasons:

1. He resigns.
2. He is dismissed and is not reinstated.
3. He is absent without leave for a period of five (5) days or more. (Exceptions to this may be made by the City on the grounds of good cause for failure to report.)
4. He retires.

B. A seniority list shall be furnished to the Association by the City once each six (6) months.

C. No police officer shall be discharged or otherwise disciplined except for just cause. The claim of any police officer that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance, in the manner provided by this Agreement.



D. No police officer shall be required to make any oral statement concerning any alleged misconduct on his part unless he has first been given notice of his right to have an Association member or counsel present and subsequently been accorded the opportunity to have an Association representative or counsel present. Any written statement submitted within twenty-four (24) hours after making any oral statement shall be considered as one proceeding for such purposes as the oral statement standing alone would have been usable.

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

## IX. GENERAL CONDITIONS

### 1. Maintenance of Conditions

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

### 2. Adoption by Reference

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



regard to working conditions and compensation herein provided.

3. Bulletin Boards

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

4. 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.

5. Work Schedules

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

6. Trading Time

Subject to departmental manpower requirements, police officers shall be permitted to voluntarily trade work or leave days.

7. Part-Time, Off-Duty Employment

It shall be permissible for members of the Association to engage in off-duty employment, up to sixteen (16) hours per week, not inconsistent with the standard contained in the manual and regulations published by the Department, upon prior notice and permission of the Chief, said permission not to be unreasonably withheld.

8. Strike and Lockout Prohibition

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

9. City's Rights

The City reserves the right to assign tasks to police officer and to set up rules and regulations necessary to operate the Police Department as efficiently as possible, subject to the provisions of this Agreement.

10. Copies of Contract

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

X. SALARIES & OTHER ECONOMIC BENEFITS

The Salary Schedule and other monetary benefits are attached hereto as Appendix A.

XI. DURATION

This Agreement shall remain in full force and effect until midnight, June 30, 1975 and thereafter until amended or modified as provided herein.

Either party may, on or after April 1, 1975, serve a written notice upon the other party of its desire to amend or terminate this Agreement. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 19 day of Nov, 1972.

FOR THE ASSOCIATION:

FOR THE CITY:

DEARBORN HEIGHTS POLICE,  
LIEUTENANTS, SERGEANTS,  
CORPORALS, AND DETECTIVES  
ASSOCIATION:

CITY OF DEARBORN HEIGHTS:

[Signature] Pres.

[Signature] Mayor

[Signature] Vice Pres.

\_\_\_\_\_

[Signature] Sec.

\_\_\_\_\_



APPENDIX A

I.

Annual Base Salary

The annual base salary, effective as indicated, shall be as follows:

a) Fiscal year 1972-1973:

- 1) The City will guarantee that the differential between ranks existing in fiscal year 1971-1972, as a percentage of a patrol officer's salary, will be maintained:

|                    |        |
|--------------------|--------|
| Detective/Corporal | 105.5% |
| Sergeant           | 110.8% |
| Lieutenant         | 116.1% |

- 2) The City will grant any fringe benefit improvements agreed upon with the P.O.A., or ordered by a compulsory arbitration panel to be granted to the P.O.A., to the Command Officers.
- 3) The City will grant a specialization allowance to detectives with 5 years or more in grade of  $\frac{1}{2}$  of 1% of a patrol officer's base salary as finally determined for City fiscal year 1972-1973. Allowance to be paid in the last pay of the fiscal year, based upon a patrol officer's pay in the fiscal year in which paid, and shall continue for the duration of the Agreement.

b) Fiscal year '73-'74:

- 1) The City will guarantee that the current differential between ranks, as a percentage of a patrol officer's salary will be maintained. In addition, all Command ranks will be granted  $\frac{1}{2}$  of 1% of a patrol officer's base salary as finally determined for City fiscal year 1973-1974.
- 2) The City will grant any fringe benefit improvements agreed upon with the P.O.A., or ordered by a compulsory arbitration panel to be granted to the P.O.A., to the Command Officers.

c) Fiscal year '74-'75:

- 1) The City will guarantee that the current differential between ranks, as a percentage of a patrol officer's salary will be maintained. In addition, all Command ranks will be granted  $\frac{1}{2}$  of 1% of a patrol officer's base salary as finally determined for fiscal year 1974-1975.
- 2) The City will grant any fringe benefit improvements agreed upon with the P.O.A., or ordered by a compulsory arbitration panel to be granted to the P.O.A. to the Command Officers.

II.

Uniform Allowance

(a) Each police officer, at the time of initial hiring, shall receive a first issue of a complete uniform and shall thereafter keep and maintain an equivalent set of uniforms, in serviceable condition, neat and clean, at his own expense, and shall receive additional compensation therefor, for the maintenance of same, an allowance of Three Hundred Dollars (\$300.00), same payable on or before the 30th day of June of each year thereafter.

(b) In the event, through extraordinary services, articles of uniform and apparel are damaged or destroyed, in the line of duty, upon approval by appropriate officer, said police officer shall receive additional compensation in an amount necessary to replace said articles destroyed or damaged.



### III.

#### Holidays and Holiday Pay

(a) The following calendar days, or calendar day customarily celebrated in lieu thereof, shall be Holidays for purpose of this Agreement:

1. New Year's Day
2. Washington's Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Christmas Eve ( $\frac{1}{2}$  of a day)
9. Christmas Day
10. New Year's Eve ( $\frac{1}{2}$  of a day)
11. Employee's Birthday

(b) In lieu of paid holidays or holiday time off, each police officer shall be paid a lump sum equal to one day's base pay multiplied by ten. Holiday pay to be computed at rate of pay received at the time of the holiday.

(c) Upon termination of employment, police officers shall be entitled to receive compensation equal to the number of Holidays having occurred since the preceding January 1st and the date of such termination.

IV.

Longevity Pay

(a) Police officers shall be paid longevity pay as follows:

2% after 5 years' service

4% after 10 years' service

5.5% after 15 years' service

7% after 20 years' service

(b) The anniversary date for computing Longevity Pay shall be December 31st of each year.

(c) Longevity Pay for a police officer having more than one (1) year at the time of termination of his employment shall be computed pro rata from commencement date of employment to the 31st of December of each year.

(d) Longevity Pay shall be paid to the police officer on or before the 1st day of December of each year.

V.

Overtime Compensation

(a) In the event that any police officer on a regular shift works more than eight (8) hours, he shall receive additional pay at the rate of time and one-half for such time over eight (8) hours.

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



(c) The above conditions shall not apply to the following:

1. A regular shift worked by an officer in lieu of his regular vacation furlough time.
2. Volunteer work on a leave day for the following non-regular police duty work, such as:
  - a. Escorting Funeral.
  - b. Field Day work.
  - c. Equipment maintenance and property room work.
  - d. Such other police duties as may be mutually agreed upon from time to time.

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

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

## VI.

### Court-Time Compensation

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

(b) Upon retirement or death of a police officer, full pay shall be due to the police officer or his estate for all accumulated compensatory time.

## VII.

### Furloughs

(a) The Anniversary date for purposes of computing furlough or vacation time, shall be the hiring date of each police officer.

(b) Each police officer hereof shall receive a furlough or vacation time, after his first full year of employment, ten (10) full working days, fully paid. After completing his second full year of employment, he shall receive twenty (20) full working days, fully paid.

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

(d) The Winter and Summer vacations may be taken together with the permission of the Chief.

(e) Choice of furloughs shall be by rank and seniority in grade on a shift basis with the ranking officer shall have first choice, the next ranking officer having second choice and so on.

## VIII.

### Funeral Leave

A police officer shall be entitled to five (5) calendar days per funeral to make preparation for and to attend the burial and funeral of an immediate member of his family within three hundred (300) miles of the City of Dearborn Heights. An immediate member of the family for this purpose shall be deemed a husband, wife, children, parents, parents-in-law, grandparents, brothers and sisters, and brothers-and sisters-in-law. He shall also be entitled to three (3) calendar days for the funeral of grandparents-in-law or grandchildren if within three hundred (300) miles of the City of Dearborn Heights. One (1) additional calendar day for travel will be given



for funerals over three hundred (300) miles. Any additional necessary funeral time shall be charged against accumulated sick leave time. The additional time is subject to the approval of the Chief and the Chief's refusal to grant the extension, is subject to the Grievance Procedure of this Contract.

## IX.

### Sick Leave

1. A sick leave day for the purpose of this Article shall mean an eight (8) hour regular duty day.
2. Each police officer shall accumulate one (1) day of sick leave credit for each month of service rendered, same not to be accumulated in excess of one hundred forty (140) days.
3. A police officer shall be charged sick day time for regular duty days not worked because of illness.
4. No police officer shall be charged with a sick day, though fully paid, for the first two (2) calendar weeks of absence, if his absence is due to injuries or occupational diseases sustained on or in the line of duty.
5. All police officers in the bargaining unit who are injured or become ill in the line of duty as defined by the Workmen's Compensation Law shall be carried on the City payroll at no loss of take-home pay for his classification for a period not to exceed one year from the date of injury. The employee shall continue to earn his sick leave, vacation leave, longevity pay, hospitalization, life insurance and shall have continuous service for seniority. The police officer shall receive uniform allowance at a pro-rated rate for months served on active duty prior to the date of such illness or injury. The employee shall not earn uniform allowance during the period of this special leave.
6. In addition to the foregoing, each police officer shall be entitled in any calendar year to take three (3) personal leave days which shall not be deducted from the sick bank or counted as sick time leave.

7. A police officer or his estate shall be entitled to full pay for all accumulated sick days at retirement or death.

8. The City shall procure and maintain at its own expense an insurance policy providing for each police officer for non-duty sickness or accidents weekly benefits for fifty-two (52) weeks in the amount of fifty-five (\$55.00) dollars a week.

9. For reasons other than the above a police officer shall be paid one-half ( $\frac{1}{2}$ ) of accumulated sick leave days upon severance of employment.

X.

Miscellaneous

1. The City shall procure and maintain at its own expense a policy of life insurance on the life of each police officer in the amount of ten thousand (\$10,000) dollars with a double indemnity provision for accidental death.

2. The City shall provide a Blue Cross-Blue Shield Master Medical Plan with semi-private room for current employees. In addition, the City will provide hospitalization for Retirees who meet the following eligibility requirements:

(a) The Retiree has reached age 55.

(b) The Retiree is eligible and is drawing retirement benefits under the City retirement plan.

(c) The Retiree is not covered under any other hospitalization plan, and should the Retiree be covered under such other hospitalization plan or become covered while being covered under the City retiree hospitalization plan, the retiree shall lose his right to coverage under the City plan and such coverage shall be immediately terminated.

(d) The Retiree has made written application for coverage pursuant to this Agreement.

3. The College Tuition Program in effect as of the date of the signing of this Agreement shall be continued in effect for the duration of this Agreement. Upon written request with written substantiation, the City will reimburse police officers for tuition paid and required books purchased for courses pertaining to police work, provided that the requesting officer provides proof of maintaining a "C" average.



FEB 26 1976

*Assiff*