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East Detroit

TWO YEAR
AGREEMENT
Between

EAST DETROIT POLICE OFFICERS ASSOCIATION

And

CITY OF EAST DETROIT

July 1, 1973 and June 30, 1975

*East Detroit Police Officers Assn.
16083 E. 9 mile
East Detroit, Mich. 48001*

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ARTICLE I. PURPOSE:

It is the intent and purpose of this Contract between the City and East Detroit Police Officers Association to promote and insure a spirit of confidence and cooperation, to set forth the general policy of the City on personnel and procedures, to establish uniform and equitable rates of pay and hours of work and to provide a method for redress of any grievance.

ARTICLE II. DEFINITIONS:

When the term City is used, it shall mean the City of East Detroit, County of Macomb, State of Michigan and its duly elected or appointive representatives. Employees shall mean all members of the East Detroit Police Officers Association. E.D.P.O.A. shall mean the East Detroit Police Officers Association.

ARTICLE III. RECOGNITION:

The City recognizes the East Detroit Police Officers Association as the sole representative of its members covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, working conditions, and other conditions of employment. It shall be the joint concern of the City and the E.D.P.O.A. that no discrimination will be exercised against any Employee because of any individual bias, race, creed, or organizational activity or membership in any specific group. The provisions of this Agreement shall apply to all Patrolmen and Detectives in the Police Department.

ARTICLE IV. PRIVILEGES OF OFFICERS:

A. The President of the E.D.P.O.A. or his representative shall be afforded reasonable time during regular working hours without loss of pay to discharge his responsibilities including negotiations with the City, processing of grievances, and administration of this Agreement. It is understood, however, that the time and place of meetings and the number of representatives attending these meetings shall be agreed upon in advance. All meetings must be requested in writing via the Chief of the Department allowing not less than 48 hours for scheduling.

B. The POA Office of President duty time for POA shall be on the following schedule:

1. When assigned to day shift, the shift termination shall be 2:00 p. m.
2. When assigned to afternoon shift, the shift starting time shall be 6:00 p. m.
3. The foregoing does not preclude the granting of additional time off for those emergency POA duties that cannot be performed between the hours of 2:00 p. m. and 6:00 p. m.

ARTICLE V. LEAVE DAYS:

(a) Sick leave with pay shall be granted to Employees who have been in the employ of the City for six (6) months or more, at the rate of one (1) work day for each full month of service. Sick leave shall not be considered as a privilege which an Employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the Employee, or because of illness or death in his immediate family, or to meet dental appointments, or to take physical examinations or other sickness prevention measures. Draft board hearings or exams may be charged to sick leave time.

(b) An Employee shall be allowed three (3) days for funeral leave (not chargeable to sick leave) for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife, Husband, Son, Daughter, Mother-in-Law, Father-in-Law, and grandchildren. One day (chargeable to sick leave) shall be allowed to attend the funeral of a member of current spouse's family. There shall be no charge to a members' sick leave bank if called off duty due to a death in his immediate family. This shall apply only to the first day.

(c) One personal business day annually, not charged to sick leave, shall be allowed each Employee, and two (2) additional personal business days annually chargeable to sick leave, shall be allowed each Employee. Personal business days shall have advance approval of supervision consistent with Article XVII b. One additional personal business day, not chargeable to sick leave, shall be granted to all employees who do not use any sick days for the twelve consecutive months of the previous calendar year.

(d) Any Employee shall be allowed to donate sick days to a stricken officer whose sick bank has been totally exhausted subject to the employee donating such sick days having a minimum bank of twelve sick days, and further providing that the employee receiving the donated sick days cannot return same until he has accumulated a new sick bank of at least twelve days.

(e) To receive compensation while absent on sick leave or funeral leave, the Employee shall notify his immediate superior or the Personnel Director prior to or within four (4) hours after the time set for beginning his daily duties, or as may be specified by his department head. When absence is for more than three (3) work days, the Employee may be required to file a physician's certificate. A request form for sick leave, funeral leave, or personal business days must be filled out immediately upon the Employee's return to work.

(f) Unused sick leave may be accumulated to a total of not more than two hundred (200) working days.

(g) Sick leave terminal pay shall be paid on the basis of "years of service", times two per cent (2%), times number of accrued sick days, at date of retirement or death.

ARTICLE VI. LONGEVITY PAY:

(a) Longevity pay shall be paid to all Employees according to the following schedule based on the years of service as an Employee, subject to a Nine Hundred (\$900.00) Dollar maximum.

5 to 10 years 2%, 10 to 15 years 4%, 15 to 20 years 6%,
20 to 25 years 8%, and 25 years or more 10%.

(b) The above longevity pay will be paid only once a year approximately December 1st of each year, and will be paid on the base pay earned of the Employee.

(c) In case of death or retirement of the Employee, longevity payments will be made on a pro-rata basis.

ARTICLE VII. OVERTIME:

(a) All time worked over eight (8) hours in any one eight hour scheduled day or over forty (40) hours in any work week, shall be recorded as overtime. Each Employee has the option, on his overtime banked to take them off at time and one half or to take them in pay at time and one half.

(b) Call outs on any designated Holiday shall be paid at double time and the employees/shift and crew schedule which provides for a Holiday off should not be altered or changed to force a holiday shift assignment. All midnight shift and/or split shift employees who are called out within eight hours of the termination of their shift, shall be paid at double time in accordance with the overtime call out policy. (Shift termination shall be the exact time an employee leaves work.)

(c) There shall be a minimum two and one half hour call out policy for all call outs payable at time and one-half, excepting for the double time paid call outs in preceding item (b).

(f) Volunteer assignments for work out of classification such as street marking, maintenance work, etc., shall be excluded from the foregoing overtime policies.

ARTICLE VIII. HOLIDAY PAY:

(a) In the first year of the contract each member shall receive 92 hours (11 1/2 Holidays) credit in his compensatory bank. In the second year of the contract (July 1, 1974 to June 30, 1975) each member shall receive 88 hours (11 Holidays) credit in his compensatory bank. All employees shall be compensated either in cash or straight time off. If payment is to be made in cash, it is to be made at straight time rate based on the salary schedule in effect on date of payment.

(b) The designated eleven Holidays shall be as follows: Employee's Birthday, New Years' Day, George Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, One Half Day before Christmas, Christmas Day, and One Half Day before New Years.

(c) Call outs on any designated Holiday shall be paid at double time.

(d) The Employee's regular shift and crew schedule which provides for a Holiday off should not be altered or changed to force a Holiday shift assignment.

ARTICLE IX. VACATIONS:

(a) Employee's with at least six (6) months but less than one (1) year service, shall receive a vacation equivalent to one (1) day for every complete month worked with pay with a maximum of ten (10) working days. Two (2) weeks vacation (10 working days) shall be granted after one (1) years service, three (3) weeks vacation (15 working days) shall be granted after two (2) years service, four (4) weeks vacation (20 working days) shall be granted after four (4) years service, and five (5) weeks vacation shall be granted after fifteen (15) years service.

(b) A member shall have the option of converting a maximum of two weeks vacation each year into vacation pay.

(c) Members shall be given the option of converting one (1) week of vacation time into forty (40) hours of compensatory time. This conversion shall be for straight time off only.

(d) Five (5) POA members shall be permitted on vacation at the same time for a one week period from the following divisions:

1. Traffic Division
2. Day Shift
3. Afternoon shift
4. Midnight shift
5. Detective and Intelligence Divisions

No changes shall be made in the policy of division consolidation to alleviate vacation scheduling. Additional members may be granted vacations if supervision has adequate manpower available on a shift.

(e) If an Employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be re-scheduled. In the event his incapacity continued throughout the year, he will be awarded payment in lieu of vacation.

(f) All unused vacation may be accumulated in accordance with departmental policy, however, upon termination of service a maximum of twenty four (24) days will be compensated for. Vacation leave shall be charged against employees in not less than half-day (1/2) units.

ARTICLE X. INSURANCE:

(a) Life Insurance. The City shall pay full premium for a \$10,000 death benefit for all regular employees. Upon retirement, the retiree has the option to continue a \$3,500 death benefit at his or her expense to be deducted from the retiree's monthly pension check.

(b) Hospitalization. The City shall pay full premium for Blue Cross and Blue Shield hospitalization (MVF - 1 plan) for all Employees and their families, including "master medical" coverage and the two dollar deductible prescription rider.

(c) Sick and Accident Benefits. The City shall pay sick and accident benefits (off the job accidents) of One Hundred Dollars (\$100.00) per week for twenty six (26) weeks after expiration of accumulated sick leave days in accordance with Council resolution of record.* Use of vacation time prior to sick and accident benefits shall be optional with the employee.

(d) Optical. The City shall pay full premium for optical insurance for all employees including family.

(e) Blue Cross insurance benefits for future retirees and their dependents (effective for employees who retire after July 1, 1972 only) shall be provided and paid for by the City.

(f) In the second year of this contract commencing July 1, 1974, sick and accident benefits in item "c" above shall be increased to One Hundred Twenty Dollars (\$120.00) per week.

ARTICLE XI. WORKMEN'S COMPENSATION:

(a) Each Employee shall be covered by the applicable Workmen's Compensation laws and the Employer further agrees that an Employee being eligible for Workmen's Compensation income, will receive, in addition to his Workmen's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income based on forty (40) hours, without loss to sick days.

(b) The foregoing supplementary income to Workmen's Compensation shall be paid for a period not to exceed one hundred twenty work days (24 weeks), and an extension of an additional maximum of one hundred twenty work days (24 weeks) may be granted by the City Council.

*Resolution dated October 5, 1953.

ARTICLE XII. ARMED FORCES RESERVES:

(a) Employees who are in some branch of the Armed Forces Reserve or the National Guard, will be paid the difference between their reserve pay and their regular pay with the City when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

ARTICLE XIII. GRIEVANCE PROCEDURE:

(a) The employee shall have the option to file a grievance under the civil service procedure or he may waive his civil service right and grieve under the step procedure with final step number five being optional binding arbitration with shared expenses. The five steps are as follows:

Step 1. The Employee must first discuss the specific grievance with his immediate supervisor. A P.O.A. representative may be present if the Employee chooses.

Step 2. If not resolved, the Employee and a P.O.A. representative shall follow the chain of command, including the Inspector's office, seeking settlement.

Step 3. If the matter is thereby not disposed of, it will be submitted in written form to the department head by a P.O.A. representative, A written answer will be forwarded to the Association within seven (7) calendar days. The signature of the employee shall be included in his grievance.

Step 4. In the event said grievance cannot be satisfactorily adjusted after Steps 1, 2 and 3 above, the grievance may then be submitted by the President, in writing, to the City Manager. The decision of the City Manager shall be rendered, in writing, to the Association within seven (7) calendar days. The signature of the employee shall be included in his grievance.

Step 5. If the grievance is not satisfactorily adjusted in Step 4, either party may, within fifteen (15) calendar days of completion of Step 4, request arbitration in writing and the other party shall be obligated to proceed with arbitration according to the rules of the M. E. R. C. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the Michigan Employment Relations Commission. The expense of the arbitrator shall be borne equally by the Association and the Employer. The arbitrator shall have the authority and jurisdiction to determine the facts and the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question. His determination shall be final and binding on the parties and affected employee, and either party may have judgment thereon.

b. Any grievance not appealed within seven (7) calendar days from one step of the grievance procedure to the next will be considered settled on the previous decision.

c. Any grievance not answered by the management within seven (7) calendar days will be considered settled at that step in favor of the aggrieved party or parties and any request contained within said grievance will be granted by the management.

d. When more than one Employee has been aggrieved as a result of some action taken by management, the President or his designate may file said grievance and follow all steps of the grievance procedure on behalf of the aggrieved employees or the entire Association. Any employee maintains the right to withdraw his name from a Class type grievance by submitting said withdrawal in writing to management and to the Association within seven (7) calendar days of the filing date of the grievance.

e. Grievances shall be filed within thirty (30) days of the event or date of official action giving rise to the grievance.

f. When an Employee has been accused of any wrongdoing, that Employee shall be entitled to representation by an executive member of the P.O.A. in accordance with the following:

Part 1. If an executive board member is available at the time of the incident, it shall be the accusing supervisors responsibility to summon him to the meeting if this can be done without jeopardizing normal work schedules.

Part 2. If the matter does not require immediate settlement, the supervisor shall set a time when the matter can be discussed allowing 24 hours for the Employee to obtain representation.

Part 3. If the matter must be settled immediately and no representation is available among on-duty officers, the supervisor shall contact an off-duty executive board member of the P.O.A. The executive member will be paid in accordance with the overtime article of this contract.

g. If an Employee feels he is being improperly or unfairly treated by his supervisor, the Employee shall be entitled to discuss this with the supervisor involved. If the Employee still feels aggrieved, he may ask for and be granted a meeting with the supervisor and an executive member. If after said meeting, the Employee still feels aggrieved, he or his representative may file a grievance in accordance with the above steps.

h. Any grievance brought about due to action taken by the Chief shall be submitted directly to the chief. Any grievance brought about due to action taken by the City Manager shall be submitted directly to the City Manager.

i. No employee shall be required to make any oral statement concerning any alleged misconduct which could be a basis for Criminal and/or formal charges, unless he has first been accorded the opportunity to have an Association representative present. He shall have twenty-four hours after making oral statement to make any requested written statement. Notification of any disciplinary action against any employee which may result in official entries being added to his personnel file shall be forwarded to the Association immediately in writing.

j. This entire section is provided with the intent that an honest effort be made by employer and employee to settle each grievance at the lowest possible step.

k. The employee shall have the right to grieve in accordance with Civil Service Rules or waive Civil Service option and rights and grieve under grievance step procedure with final step being optional to request binding arbitration per Michigan Employment Relations Commission, costs of the arbitration to be shared by both parties.

ARTICLE XIV, CLOTHING ALLOWANCE:

(a) An annual cash clothing allowance of \$225.00 shall be paid each member with over five (5) years seniority.* Members with five (5) years or less seniority shall receive \$250.00 the first year and all members shall receive \$250.00 clothing allowance the second year of the contract.

(b) An annual cash cleaning allowance of \$100.00 shall be paid each member the first year and \$125.00 the second year of the contract.

(c) Combined clothing and cleaning allowances shall be paid semi-annually (1/2 each 6 months).

ARTICLE XV, SALARY:

(a) The following salary schedule shall become effective for each classification on the dates as designated. (annual salaries).

<u>Classification</u>	<u>July 1, 1973</u>	<u>July 1, 1974</u>
Patrolman	\$13,570.00	\$14,400.00
Detective	14,791.00	15,696.00

(b) Starting rate for Patrolman shall be \$2,000.00 below the annual maximum with semi-annual increments of \$250.00. (reach maximum in four years)

(c) Shift differential and additional compensation shall be at a rate of 2% on the afternoon shift, 4% on the spilt shift and 6% on the midnight shift. The same percentages shall apply to extended or preshift overtime. Shift pay for detectives shall be paid at a rate of 2.5% (.025) of the detective base salary and shall be on a annual lump concept payable on or about June 1st.

(d) A cost of living shall be paid in lump sum each six months. The National Consumers Price Index will be used for purposes of computation and the equivalent of one cent per hour will be given for each one point rise in the index. The difference between the index on July 1st and December 31st, will be used to compute the first six months cost of living payment. This rise in the index will be multiplied by a maximum of 1,040 working hours to arrive at the figure to be paid. The difference between the index on July 1st and the following June 30th will be used to compute the second six months cost of living payment. This rise in the index will be multiplied by a maximum of 1,040 working hours to arrive at the figure to be paid. Cost of living payments will only be made if there is an increase in the National Consumers Price index during the period under consideration. Actual payment of the cost of living benefit will be made in lump sum payments after the index figure for the last month in the six month period is available. In no instance shall any index points and/or cost of living payments be accumulative beyond the end of the fiscal year. An Employee who has not worked the full six months, shall receive a proportionate cost of living payment based on straight time hours worked during the six month period.

(e) An additional twenty five (25) dollars shall be added to cost of living (item "d" above), payable with the first semi-annual payment.

ARTICLE XVI, VEHICLE USE:

(a) Any Employee volunteering the use of his private vehicle for City and/or Police related business, shall be paid at a rate of ten cents (10¢) per mile for such use.

* The first year of the Contract.

(b) Any member of the POA attending a funeral of a slain officer of another city shall be granted the use of one marked police car for such funeral provided the funeral is within a 200 mile radius. Any such request further than 200 miles shall be at the discretion of the police chief.

ARTICLE XVII, MISCELLANEOUS EMPLOYEE BENEFITS:

(a) Employees shall have the right to trade days off with or work for another employee of the same classification without the commanding officer's approval for either employee for normally scheduled work. Any special or abnormal assignments are excluded from this right.

(b) The first request to supervision by an employee for time off on any single date from both shifts and bureaus shall be granted subject to twenty-four (24) hours advance notice and subject to the employee having the equivalent hours in his compensatory bank, vacation day bank, overtime bank, bonus days, or personal business days. Any additional requests for time off on the same date shall be granted at the option of supervision considerate to the wishes of the employee and the needs of the service.

(c) Employees shall have an unsplit four day weekend every third week, said weekend to include Saturday and Sunday.

(d) Whenever an off duty employee takes any kind of significant affirmative action, affecting an arrest, or preventing a crime in felony cases, said employee shall be paid in accordance with the overtime policy.

(e) Members of the P.O.A. elected to attend a function of the Association such as conventions, conferences and other such meetings, shall be allowed time off without loss of time or pay to attend such functions, limited to a total of six days off annually cumulatively.

(f) The City shall provide and furnish legal counsel and defense to any employee sued as an individual, for any act committed while on duty.

(g) Tuition for police related courses and approved courses, including books, shall be reimbursed by the City.

(h) Each Employee shall have a one-half hour lunch break within the eight hour work period.

and

(i) Lunch hours or coffee breaks shall not be used or cancelled as a disciplinary measure.

ARTICLE XVIII, MANPOWER POLICIES:

(a) Police patrol cars shall be manned by two regular patrolmen for a minimum of twelve (12) hours between the hours of 6:00 p.m. and 8:00 a.m., except when there is an early shift release requested by an employee and granted.

(b) Department supervisors shall make a sincere effort to minimize and eventually eliminate the practice of supervisor's performing patrolman's regular duties.

(c) The City shall maintain thirty seven (37) budget positions in the POA so that the membership therein shall not be reduced unless financial reasons justify such a reduction or the elimination of any position, which would require proof. Vacancies shall be filled as soon as possible through the Civil Service procedure.

(d) At no time between the hours of 6:00 a. m. and 4:00 p. m. shall there be less than three patrolmen on patrol duty; and at no time between the hours of 4:00 p. m. and 6:00 a. m. shall there be less than four patrolmen on patrol duty, except when an early shift release requested by an employee is granted.

ARTICLE XIX, POLICY FOR OVERTIME CALL IN:

(a) Each shift commander when making out his monthly schedule will designate a patrolman to be available to work overtime on every shift each day of the month. This list will be rotated on an equitable basis and will be equal in the number of assigned days for every patrolman on the shift. This allows one man available from every shift every day.

(b) In circumstances where a C.O. has at least 24 hours notice, he will attempt to first draw from his own men who are on a day off. Failing this, he will then try to obtain the needed man from personnel scheduled off on the two adjacent shifts; if still without a volunteer, he will poll the men from the off-going shift offering the opportunity first to the lowest overtime man working to the highest. If still no volunteer then the man predesignated from the off-going shift will be compelled to work. All contacts to be made in order of low accumulated overtime first.

(c) If there is a shortage of manpower below the minimum requirements the supervisor will use the designated patrolman from the off-going shift.

(d) Each man, if requested to work overtime on his predesignated day, is responsible to work or obtain another man to work in his place. Under normal conditions, no POA member will work more than 12 consecutive hours, unless agreed to by the officer. The predesignated man will not be responsible for any hours prior to his shift starting time.

(e) If more than one man is needed to obtain the minimum manpower, the supervisor will request each one of the off-going shift to work in order of lowest accumulated overtime first. If all of the remaining off-going patrolmen refuse the overtime, the supervisor will begin calling men from the entire list of patrolmen, beginning with the men with the lowest accumulated overtime, until he obtains the amount of manpower needed to operate at minimum manpower.

(f) The supervisor will call everyone on the list until he obtains the manpower needed to operate at minimum strength. If that number of men do not accept the overtime after everyone on the list has been contacted, the department may operate below minimum without objections from the POA (Refer to Article XVIII (d)).

(g) When a supervisor requests a man to work over from the off-going shift or calls a man in who is off and the patrolman accepts, he is charged with the number of hours worked. If a man refused the overtime, he will be charged with the number of hours available. If the patrolman can't be contacted, he will not be charged. All charging will be done on the overtime list only. C.O.'s will fill out the form supplied for each call in, indicating who was called, etc. When completed and initialed it will be placed in the manila envelope in their desk. C.O's will cooperate in filling out time worked or refused where a man works beyond the time the C.O. remains on duty.

(h) An officer off on compensatory time, on his predesignated day, shall still be responsible to cover the overtime. Officers off sick will not. Officers will not be predesignated during regularly scheduled vacations or department ordered schooling.

(i) The overtime list will be kept in the C.O.'s office and will be available for inspection upon reasonable request. The list will be updated weekly by a POA designate on the midnight shift during duty time.

(j) An honest effort will be made by all POA members to advise the department at least one hour prior to their shift starting time, that they will be unavailable for duty.

ARTICLE XX, SPLIT SHIFT POLICIES:

(a) The present number of split shift personnel be continued at six (6).

(b) The POA will submit volunteers for permanent split shift assignment (Permanent to be defined as a minimum of six (6) months.)

(c) If more than six patrolman volunteer for split shift, Supervision shall select the six for assignment. If volunteers fail to meet minimum manpower requirements of six men, Management retains the right to assign.

(d) All split shift personnel shall, if possible, remain attached to their original shift insofar as Lieutenant Supervision and authority is concerned, however, an employee leaving the split shift will be assigned to the shift where the new volunteer or assignee is taken from.

(e) After split shift assignments are completed, any unbalanced regular shifts shall be equalized in manpower by shift re-assignments, with a minimum disruption of schedules.

(f) New shift assignments and/or regular shift reorganizations are to coincide with present day-off rotation as close as possible.

(g) A Supervisory evaluation and POA evaluation will be made after the first three months, with joint discussion on same to reconcile any unanticipated problems that may have developed.

(h) Unsatisfactory performance by any split shift personnel at any time, is to be mutually discussed between Supervision and POA for proper and adequate disposition.

ARTICLE XXI, EQUIPMENT POLICIES:

(a) All marked patrol cars shall be equipped with shotguns, protective screens and push bumpers.

(b) When purchasing new patrol cars, alternate bids shall be taken on air conditioning, for City Council consideration.

(c) An Employee may refuse to^{use} or operate any equipment which in his opinion is deficient without a direct order or disciplinary action until such deficiency has been resolved.

(d) The City shall provide hand radio units for each officer on patrol as soon as feasible in connection with a communication system.

(e) The POA may provide and maintain their own blackboards and/or corkboards in the squad room.

ARTICLE XXII. CAUSES OF SUSPENSION, REMOVAL, DISCHARGE OR
REDUCTION

The following shall be considered just cause for suspension, removal, discharge or reduction in the classified service of any employee, although suspension, removal, discharge or reduction may be made for other causes.

That the employee:

(a) Has been convicted of a felony or of a misdemeanor involving moral turpitude.

(b) Has willfully, wantonly, unreasonably, unnecessarily or through culpable negligence been guilty of brutality or cruelty to an inmate or prisoner of a city institution or to a person in custody, provided the act committed was not necessarily or lawfully done in self-defense, or to protect the lives of others, or to prevent the escape of a person lawfully in custody.

(c) Has been under the influence of intoxicants or drugs while on duty.

(d) Has become afflicted with any disease or has any physical ailment or defect which, in the opinion of a qualified physician, makes him unfit for City service.

(e) Has committed an assault and battery on a fellow police officer or Supervisor while on duty.

If an employee has been suspended, removed, discharged or reduced in the classified service for any other cause than that stated above, said suspension, removal, discharge or reduction in the classified service shall not take effect until the employee has exhausted his grievance remedies as set forth in Article XIII.

Further, if an employee has been suspended, removed, discharged or reduced in the classified service for any of the causes stated above, he shall have the right to have a meeting forthwith with the supervisor involved and a representative of the POA to discuss the matter. If the supervisor and POA representative disagree as to the merits of the suspension, removal, discharge or reduction in the classified service for the above stated causes, said suspension, removal, discharge or reduction shall stand until the employee has exhausted his grievance remedies as set forth in Article XIII.

ARTICLE XXIII, GENERAL PROVISIONS:

(a) Employees who are members of the East Detroit Police Officers Association may authorize the City to pay to the East Detroit Police Officers Association the sum of six (\$6.00) dollars per month on the usual check off system.

(b) It is possible that some rules and regulations may have to be amended, added to, modified, or cancelled from time to time during the term of this agreement. In that event, the City of the East Detroit Police Officers Association shall give notice to the other party and negotiate with the other party for any and all changes. No changes will be made affecting wages, hours of employment, working conditions, or conditions of employment, without the prior mutual consent of both parties. Collective bargaining on any and all matters relating to wages, rates of pay, hours of employment, or other conditions of employment may be re-opened for negotiation by mutual consent of the parties hereto during the term of this Agreement. If either party desires to engage in further collective bargaining, he shall furnish the other party with a written notice thereof setting forth specifically the matters upon which negotiations are requested.

(c) The Bargaining team for the POA shall consist of five (5) members with three (3) members permitted time off without loss of pay, and all bargaining dates shall be set at the close of each bargaining session. It is agreed that contract negotiations should begin on March 1st of the bargaining year and must begin not later than April 1st of the bargaining year.

(d) Employees hired, rehired or reinstated into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment, to become members of the EDPOA for the duration of this Agreement, on or before the thirtieth (30) day following the beginning of their employment in the unit.

(e) This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the City, EDPOA, and the Employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment no appeal has been taken within the time provided therefore, such provision shall be void and inoperative, however, all other provisions of this Agreement shall in so far as possible, continue in full force and effect.

(f) In the event that negotiations extend beyond the terminating date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new contract.

(g) Effective January 1, 1974, the Department shift changes shall be made on Thursdays instead of on Sundays.

ARTICLE XXIV, HAIR AND APPEARANCE CODE

1. General. Each member of the police force must maintain high standards of dress and personal appearance. As representatives of the department, it is imperative that all members present a neat and well-groomed appearance to their fellow citizens. Further, the need for personal cleanliness, hygiene, safety and proper wear of the uniform on the part of all members requires that certain minimum standards be established throughout the service.

a. Hair. Hair will be neat, clean, trimmed, and present a groomed appearance. Hair will be allowed to touch the collar of a buttoned uniform shirt, but in no case shall it exceed 1/4" over the collar of a buttoned uniform shirt measured in a standing position. Hair will be allowed to touch the ear, but in no case will it cover more than half the ear provided the hair that covers the ear will be more horizontal in direction than verticle. Hair in front will be groomed so that it does not fall below the eyebrows and will not protrude below the band of properly worn headgear. At no time while wearing the uniform hat will any hair exposed exceed 1" in length measuring from the scalp in a horizontal direction. In no case will the bulk or length of the hair interfere with the proper wear of any department gear. The acceptability of a member's hair style will be based upon this criteria, and not upon the style in which he chooses to wear his hair.

b. Sideburns. If an individual chooses to wear sideburns, they will be neatly trimmed in the same manner as his haircut. Sideburns will not extend below the lowest part of the ear and shall not vary over 1/2" in width, and will end with a clean-shaven horizontal line. Sideburn hair will not exceed 1/2" in depth.

c. Mustaches. A neatly trimmed moustache is permitted. It will not extend downward beyond the line separating the skin and the vermilion part of the lip. The moustache will not extend, at its furthest point, more than 1/2" from the corner of the mouth. Hairs will be kept trimmed so that they do not protrude more than 1/2" from the skin surface of the face.

(d) Beards and Goatees. The face will be clean-shaven other than the wearing of an acceptable mustache or sideburns. Beards and goatees are prohibited. When a medical doctor prescribes that a patient not shave, the beard will be kept trimmed symmetrically and all beards will be kept trimmed so that they do not protrude more than 1/2" from the skin surface of the face.

(e) Wigs. Wigs or hair pieces will not be worn while on duty or in uniform except for cosmetic reasons to cover natural baldness or physical disfiguration. If under these conditions a wig or hairpiece is worn, it will conform to standards.

(f) Violation of these guidelines. Where there is agreement between Supervision and the POA representative that a violation exists, the violator shall be relieved of duty without pay until he complies. If the Supervisor and POA representative fail to agree that a violation exists no action shall be taken at that time, however, at the earliest convenience said alleged violator shall present himself to the City Manager, or his surrogate, for final determination.

ARTICLE XXV, UNIFORM AND DRESS CODE AMENDMENTS

(a) Uniform. Uniforms must be kept clean, neat, pressed, correct in design and specification, and in good condition. Shoes will be shined and in good repair. Badges, insignia, belt buckles, and other metallic devices must be maintained in the proper luster and condition. Articles such as watch chains, fobs, pins, jewelry, handkerchiefs, combs, cigars, cigarettes, pipes, and sunglasses will not be worn or carried exposed on the service uniform.

(b) Badge Backers shall be worn by POA members.

(c) POA members may choose between wearing black shoes and boots. If a boot is worn it shall be similar in appearance to that of a shoe. The exterior shall be of a material similar in nature to that of leather. The boot or shoe shall be shined and in good repair. No cowboy type boots shall be worn, particularly pointed toes and heels not to exceed 1 1/2" in height. Loafer type shoes are prohibited.

(d) On February 1, 1975 the uniform of all UNIFORMED POA members shall be dark blue shirts and dark blue pants. The dark blue uniform shall be worn year around. The shirts shall be worn with brass buttons on the epoulettes and breast pockets.

ARTICLE XXVI, NO STRIKE CLAUSE

(a) The parties hereto recognize that it is essential for the health, safety, and public welfare of the City that services to the public be without interruption. Any strike of the EMPLOYEES entered into or called for by the EDPOA shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

ARTICLE XXVII, MANAGEMENT PREROGATIVE

(a) The EDPOA recognizes the City of East Detroit retains the sole right to manage its business, including the right to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services and the scheduling of services to maintain order and efficiency in its departments and divisions, to hire, layoff, assign, transfer, and promote Employees and to determine the starting and quitting time and the number of hours to be worked subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement, and provided by State Statute.

ARTICLE XXVIII, EFFECTIVE DATE

This Agreement shall be effective July 1, 1973 and continue in effect until June 30, 1975, and all provisions shall be retroactive to July 1, 1973.

ARTICLE XXIX, SECOND YEAR OPENERS

(a) It is agreed that prior to July 1, 1974 (the second year of this Contract) negotiations may be re-opened on the following items:

1. Insurance benefits
2. Hospitalization benefits
3. Pension benefits
4. Residency requirements

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 11th day of January, 1974.

THE CITY OF EAST DETROIT

By: Walter Bezz
Walter Bezz, Mayor

By: Charles H. Beaubien
Charles H. Beaubien, City Clerk

EAST DETROIT POLICE OFFICERS ASSOCIATION

By: Ronald M. Dowell
President

By: Joseph M. Auliel
Secretary