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9/1/99

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF DEARBORN HEIGHTS

and

**THE DEARBORN HEIGHTS COMMUNICATION OFFICERS
ASSOCIATION**

1995-1999

Dearborn Heights, City of

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ARTICLE 1. PARTIES

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

ARTICLE 2. PURPOSE AND INTENT

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

ARTICLE 3. RECOGNITION AND COVERAGE

The City recognizes the Police Officers' Association of Michigan as the sole and exclusive bargaining agent for all dispatchers to the extent allowed by law, including but not limited to matters relating to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 4. MAINTENANCE OF CONDITIONS

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

ARTICLE 5. SEPARABILITY

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

ARTICLE 6. SAVINGS CLAUSE

If any article or section of this Agreement or any appendices or supplements thereto should be held

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

ARTICLE 7. UNION ACTIVITIES

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

ARTICLE 8. AGENCY SHOP

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

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

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

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

ARTICLE 9. CHECK-OFF

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

required amount for the payment of Union dues, fees and assessments, or equivalent agency service fees, as above provided.

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

Section 3. Such sums deducted from a dispatcher's pay, accompanied by a list of the dispatchers from whose pay they have been deducted and the amount deducted from such deductions shall be forwarded to the Union Treasurer at 6045 Fenton, Dearborn Heights, Michigan 48127, by the last day of the month in which the deduction is made.

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

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

ARTICLE 10. REPRESENTATION

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

Section 2. (a) All members of the bargaining unit shall have the right to be represented by the Police Officers' Association of Michigan and/or an officer of the local union, and/or such Counsel as deemed necessary by the Union, at all grievance meetings with the City, disciplinary conferences or procedures. However, such representation shall not exceed two (2) representatives, and the Union shall designate its spokesperson. The City will provide the Union with at least thirty-six (36) hours prior written notice of any hearing or board action at which disciplinary action against a bargaining unit member will be discussed or heard by such hearing or board.

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

Section 3. The President of the DHCOA shall act as Chief Steward and the Vice-President shall act as the alternate Chief Steward. A Union executive board officer may act as a shift steward on their shift.

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

Section 5. According to the Constitution and By-Laws of the DHCOA, up to four (4) officers of the DHCOA shall be afforded time during regular working hours without loss of pay to fulfill their DHCOA responsibilities. No more than two (2) officers shall be excused on any shift under this section. This is to include all general meetings, Board meetings, negotiations with the City, processing of grievances, and administration and enforcement of this Agreement, in addition to General Union meetings, same not to exceed one per month. President of the DHCOA shall be assigned communications duties on platoon two, during which the President will be allowed to handle all DHCOA business that will come before the President, and attend all meetings pertaining to the DHCOA during said hours without loss of time. DHCOA business shall take precedence over all other non-emergency duties assigned to the President. The President will account for all time spent away from the Police Department while conducting DHCOA business if so directed by the Chief of Police or the Mayor.

Section 6. Up to two (2) elected delegates of the Union will be excused from work up to three (3) work days for the purpose of attending conferences or seminars relating to the administration of the collective bargaining agreement provided those conferences or seminars are held outside the City limits of the City and that the City is not required by manpower restrictions to call in persons to replace persons attending; provided one Union designated person shall be permitted to attend such conference whether or not call in is necessary. Designated delegates will receive their regular pay from the City but shall not be considered on duty. The City will not be responsible for any delegate expenses incurred as a result of attending such conference or seminar.

ARTICLE 11. MANAGEMENT RIGHTS

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

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

Section 3. The City has the right to schedule overtime work as required and consistent with the provisions set forth in Article 22.

Section 4. It is understood by the parties that every incidental duty connected with

assignments enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by such employees.

Section 5. The City reserves the right to classify positions based on assigned duties and responsibilities. The City has the responsibility in such classifications and duty assignments to provide equal compensation for equal work and to reflect duties and responsibilities by appropriate classifications and compensation. In the cases where an employee considers that these principles are not being observed, that employee may seek redress through the grievance procedure set forth in Article 12.

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

Section 7. The City reserves the right in accordance with Article 33, to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive.

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

(a) The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget of appropriation, and the efficient performance of all executive departments, among other executive responsibilities defined by the charter.

(b) The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.

(c) The responsibility of the City for establishing, amending and administering a compensation plan, and a fringe benefit program including an insurance program, a disability program and other similar programs.

(d) The Charter responsibility of the City in determining the functions and organization of the respective departments or divisions.

(e) The responsibilities of Department Heads governed by Charter provisions, ordinances and Civil Service rules:

(1) To hire, assign, transfer and promote employees to positions within the agency;

(2) To suspend, demote, discharge or take other disciplinary action against employees;

- (3) To relieve employees from duties because of lack of funds;
- (4) To determine the methods, means and personnel necessary for Department or agency budget;
- (5) To control departmental or agency budget;
- (6) To take whatever actions are necessary in situations of emergency to perform the functions of the department.
- (7) The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions and ordinances for this purpose subject to the authority of the departments and the City Council.

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

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

ARTICLE 12. PRESENTATION OF GRIEVANCE

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

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

Section 2. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

(a) Step One -- Verbal. Any employee who feels he or she has a grievance shall, with an Executive Board Member of the Union, discuss it with the Supervisor in an effort to resolve it. If the matter is not resolved by such a discussion, the issue will be reduced to writing and processed to Step Two within ten (10) working days.

(b) Step Two -- Written. Grievances shall be reduced in writing and given to the Chief of Police, by an Executive Board Member of the Union outlining the nature of the complaint, and the City's answer shall be submitted to the Union within fifteen (15) working days of receipt of the written grievance. Grievances not answered within the prescribed time limit shall be moved to the next step of the grievance procedure.

(c) Step Three -- Management Committee. If the grievance is not resolved under step two it shall be referred to the Executive Board and Management Committee within fifteen (15) days from such referral at a time and place mutually agreed upon by the Union and the City. The management committee shall consist of a maximum of the Mayor and/or Mayor's designee, human resources director, Chief of Police and/or Chief's designee, and administrative assistant.

(d) Arbitration. If a settlement is not achieved in Step Three of the Grievance Procedure, the Union may request Arbitration through the Federal Mediation and Conciliation Service, the Michigan Employment Relations Commission, or the American Arbitration Association (AAA) under the applicable service arbitration policies, functions, procedures and rules.

(e) Selected Arbitrator. The Arbitrator selected will hear the grievance promptly and will issue his or her decision no later than thirty (30) days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the grievance submitted.

(f) Arbitrator's Authority. The power of the Arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He or she shall have no power to add to, subtract from, or modify any terms of this Agreement, nor shall he or she have any power or authority to make any decision which is violative of the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the City, Union, and Grievant.

(1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that an employee may have recovered.

(2) The decision of the Arbitrator, in any case, shall not require retroactive wage adjustment in any other case.

(g) Arbitrator's Costs. The cost for the Arbitrator's services, including his expenses, shall be borne equally by the parties. Each party shall pay for its own expenses.

Section 3. Grievances affecting a number of dispatchers may be treated as a policy grievance and entered directly at the second step of the grievance procedure.

Section 4. Grievances arising out of the same or similar set of facts or incidents shall be so consolidated and handled as one grievance. If the matter is resolved or goes to arbitration, the decision shall apply to all grievances.

Section 5. A copy of any correspondence to be placed in the dispatcher's departmental personnel file or Civil Service file will be sent directly to the dispatcher.

Section 6. In processing previously filed grievances, the City shall provide relevant information to the Union upon written request specifying the information requested.

Section 7. Any grievance concerning health and safety shall be entered directly at the second step of the grievance procedure.

Section 8. Time limits between the various steps may be waived and/or extended by mutual written agreement.

ARTICLE 13. SPECIAL CONFERENCES

The City and the Union agree to meet and confer on matters of interest or dispute upon the written request of either party. Such request shall state the nature of the matter(s) to be discussed. Discussion shall be limited to the issues set forth in the request, unless it is mutually agreed to include other items, and such discussions shall not be used to renegotiate the agreement. However, this does not prevent the parties from agreeing to various understandings and reducing such to writing. The special meetings shall be convened within ten (10) business days of the receiving party's receipt of the request and shall be held at a time and place which is mutually agreed. Each party may be represented by not more than four (4) participants, however the Union may request the presence of an international or local union representative. The ten (10) day time period may be mutually extended.

ARTICLE 14. SUSPENSIONS, DEMOTIONS, AND DISMISSALS

Section 1. Discipline, for just cause, is subject to Article 12 Presentation of Grievance. The parties recognize that discipline in most cases should follow a consistent and progressive format. When an additional offense occurs within eight (8) months of the last offense, the City may impose discipline at the time that an infraction comes to the City's attention.

Step 1. Verbal Reprimand.

Step 2. Written Reprimand.

Step 3. Suspension. May be imposed by the Chief, Deputy Chief or Captain if designated.

Step 4. Termination.

In addition, every effort will be made between the Union and the City to provide additional training or retraining between each of the Steps above, where appropriate.

Section 2. In cases of more serious offenses, it may be appropriate to impose suspension and/or discharge the employee on the first occasion of improper conduct without prior discipline. A dispatcher reserves the right to challenge any disciplinary action through the grievance procedure.

Section 3. Notification shall be promptly given to the Union of any disciplinary action taken against any employee which results in official entries added to that employee's personnel file.

Section 4. The employee may be represented by the Union at all disciplinary conferences, meetings and other proceedings.

Section 5. Any discipline resulting in time and/or money taken away from a dispatcher shall be subject to Article 12 Section 2(d) Arbitration.

ARTICLE 15. RESIDENCY

Section 1. In accordance with the City Charter, employees must reside in Dearborn Heights within six (6) months of the 1995-99 contract ratification or their date of hire, whichever is later.

Section 2. All employees must live within the City limits as defined by the City Charter for their first ten (10) years of City service. After ten (10) years, all employees must live within a fifteen (15) mile radius of the intersection of Cherry Hill and Gulley roads. After seventeen (17) years, all employees must live within a twenty-five (25) mile radius of said intersection.

Section 3. Employees citing unusual hardship after the time period outlined in Section 1 may bring an appeal for extra time or other relief to the Dearborn Heights Civil Service Commission. The employee shall be entitled to Union representation at this hearing.

Section 4. In the case of lawfully married spouses both working for the City, the employee with the more favorable radius or time period available shall prevail exclusive of the City Charter, any ordinance, or ruling of the Civil Service Commission.

Section 5. With regard to residency, if the Federal or State Courts or State Legislature moves to alter the subject matter of this Article, such law or court action will supersede the language contained in this Article.

ARTICLE 16. WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that by mutual consent they may reopen any matter in this contract for additional collective bargaining.

Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 17. SENIORITY

Section 1. Seniority of a new dispatcher shall be commenced after the dispatcher has completed probation period of one (1) year and shall be retroactive from date of hire. Probationary dispatchers may be disciplined or terminated at any time in the sole discretion of the City and without recourse to this Agreement. A dispatcher shall forfeit seniority rights only for the following reasons:

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

Section 2. A seniority list shall be furnished to the DHCOA by the City annually. When the City has prepared the seniority list, that list shall be posted within the station in conspicuous locations and a copy provided to the Union. Employees shall be permitted to grieve their improper placement on that list within thirty (30) days of the posting. Failure to timely grieve for one year's posting shall not preclude a timely grievance in any succeeding years posting.

Section 3. A dispatcher shall not be permitted to advance on the seniority list due to name change, or to gain economic benefits due to City error.

ARTICLE 18. PROBATIONARY PERIOD

Probationary period shall be 12 months from date of hire.

ARTICLE 19. "SHIFT MENTOR" POSITION

Section 1. It shall be the duty of the Shift Mentor to conduct certain amounts of on-the-job training for newly hired employees during the length of that employee's training period in accordance with the following:

- (a) A new employee shall be considered in-training for the first twenty (20) days of assignment to dispatch, and the first fifteen (15) days of assignment to the front desk.
- (b) Only one dispatcher will act as Shift Mentor per shift unless more than one in-training dispatcher is assigned to that shift. Every effort will be made to assure that the same Shift Mentor shall be assigned to a newly hired employee for the duration of that employee's standing, given manpower requirements and staffing considerations.
- (c) The Shift Mentor shall be permitted to submit a statement of fitness for duty to the supervisor that completes a new employee's probationary report. This statement shall be attached to the employee's report and kept with the employee's records.
- (d) Shift Mentor assignments shall be voluntary. In no case shall an employee be ordered to train another against the employee's wishes.

Section 2. A Shift Mentor shall be selected at the sole discretion of the Chief of Police based on the following criteria: The employee must have not less than twelve (12) months seniority as a dispatcher for the City, or not less than six (6) months seniority as a dispatcher for the City combined with not less than six (6) months central dispatch experience for another department.

Section 3. A Shift Mentor shall be compensated with one hour of overtime for each shift that the Dispatcher shall act as a Shift Mentor.

ARTICLE 20. HOURS OF EMPLOYMENT

Section 1. The work schedule for employees shall be divided into three (3) month quarters wherein an employee shall be assigned twenty-six (26) leave days, or days off-duty.

Section 2. Two (2) leave days shall be scheduled following every six (6) days of work.

- (a) This schedule shall be posted no later than fifteen (15) days prior to the start of the quarter.
- (b) All regular monthly training meetings considered to be a part of ongoing training will also be scheduled no later than fifteen (15) days in advance.

Section 3. The remaining leave days, or leave coming days not assigned in the above section

shall be scheduled by seniority on a shift by shift basis.

Section 4. The hours of work shall be divided into three (3) platoons. Platoon one is to commence at 2230 hrs (10:30 pm), platoon two at 0630 hrs (6:30 am), and platoon three at 1430 hrs (2:30 pm). All shifts shall be eight (8) hours in duration.

ARTICLE 21. TRADING TIMES

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

ARTICLE 22. OVERTIME AND EQUALIZATION.

Section 1. Overtime shall be paid at the rate of time and one half for all work performed in excess of an employees scheduled week as outlined in Article 20.

Section 2. Every attempt will be made to present all dispatchers with the same opportunity for available overtime.

(a) Dispatchers shall work overtime upon request and approval of their Department Supervisor.

(b) The city shall attempt to equalize overtime as nearly as practical among dispatchers. When overtime is required, the person with the least number of overtime hours will be called first, and so on through the index in an attempt to equalize the overtime hours. For the purpose of this clause, if a dispatcher is not available at the time of call, that dispatcher will not be charged. Overtime hours refused by a dispatcher shall be charged against same for that number of hours requested.

(c) On January 1st of each year, the accumulation of hours for all dispatchers will be reduced to zero (0) and the index continued as before.

(d) New employees will not be eligible for overtime for the first thirty (30) days of employment. After thirty (30) days a new employee shall be credited with the highest number of hours of the equalization group.

(e) For purposes of equalization, only overtime worked in excess of three (3) hours shall be charged.

(f) The DHCOA will maintain an equalization index for the Department. In addition, representatives of the Union and the Department will meet upon request of either party for the purpose of insuring that overtime is being equalized in accordance with the procedure.

(g) No bargaining unit member shall be required to work in excess of fourteen (14) consecutive hours in any twenty-four (24) consecutive hour period unless the available or assigned City executive declares an emergency affecting the entire patrol division.

Section 3. In the event that a dispatcher works, or is called into work on a leave day, such dispatcher shall receive compensation for a minimum of four (4) hours overtime.

Section 4. In lieu of overtime compensation as provided in the above sections, at the election of the employee, compensatory time in the ratio of one and a half (1.5) hours of compensatory time for one (1) hour of overtime shall be allowed. A dispatcher may accumulate up to eighty (80) hours compensatory time.

ARTICLE 23. ADA/FMLA REQUIREMENTS

ADA

This contract shall be in compliance with the Americans with Disabilities Act (ADA). Employees covered by this contract shall be entitled to all rights as contained within this contract. The City and Union shall comply with their obligations under the ADA and recognize the need to reasonably accommodate the disabled, as provided for under the ADA. They agree to meet as necessary during the term of this agreement to discuss any specific problems which may arise in complying with the ADA.

FMLA

The City and the Union shall comply with the Family Medical Leave Act (FMLA) and the regulations implementing that Act, which are specifically incorporated herein. Employee paid time off such as sick days and personal days will be charged for FMLA leave, in accordance with FMLA regulations.

Unpaid FMLA leave will not be granted until all paid time off to which an employee can be charged for FMLA leave is exhausted.

Health insurance coverage will be maintained for the duration of the FMLA leave. Upon their return from FMLA leave, employees will be returned to the same or an equivalent position to that which they occupied when the employee commenced leave in accordance with FMLA regulations. Employees shall also remain entitled to all other benefits to which they are entitled under this agreement.

With respect to seniority, no time spent on FMLA leave will jeopardize the position of seniority an employee held when the employee commenced leave.

ARTICLE 24. FUNERAL LEAVE

All employees shall be entitled to five (5) work days per funeral to make preparation for and attend the burial and funeral of an immediate member of the employee's family within three hundred (300) miles of the city of Dearborn Heights. An immediate member of the family for this purpose shall be deemed a spouse, children, parents, parents-in-law, grandparents, grandparents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, foster parents, foster children, stepfather, stepmother, step-brothers, step-sisters and grandchild(ren). One (1) additional work 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 Police Chief and the Police Chief's refusal to grant the extension is subject to the grievance procedure of this contract. A photocopy or copy of a certified death certificate -- or a document signed by a licensed funeral director on funeral home letterhead stating the date of the funeral service, the employee attendance and their relationship to the deceased -- must be provided to the City by the employee upon their return to work in order for any funeral leave time to be granted.

ARTICLE 25. SHIFT TIMES

Shifts shall be chosen on the basis of Seniority and will be of a three (3) month duration. Employees in training shall be scheduled to meet the needs determined by their training officer and shall be given first consideration for selection of shifts.

ARTICLE 26. DRESS CODE

Section 1. At the time of hire the City will provide 2 sets of work clothing. An upkeep allowance of One Hundred, Seventy-Five Dollars (\$175) shall be provided to each dispatcher per year, payable on or before June 30th, prorated at 1/12 for each month of service in an employees first year of service.

Section 2. The work clothing described in Section 1 shall consist of slacks and shirt with logo identifying the employee as a dispatcher. The dress style shall be determined by the City.

ARTICLE 27. TUITION REIMBURSEMENT

Section 1. The City of Dearborn Heights, upon written application will pay for tuition for dispatchers taking job related courses. Reimbursement will be made after completion of courses where a grade of "C" or better is attained.

(a) The courses taken must relate directly to dispatch communications, fire science, or police

work or be a part of a recognized Degree curriculum which relates to the dispatchers job duties as approved by the Chief of Police.

(b) Grants or scholarships by the federal government, state government, college or other sources shall be turned over to the City or deducted from the City reimbursement program.

(c) Employees claiming reimbursement must prove they paid the amount sought reimbursed for either books or tuition.

Section 2. Dispatchers shall not be obligated to seek City reimbursement for tuition or books and may elect to secure an education completely at their own expense. Dispatchers not seeking reimbursement for tuition or books shall not be subject to the provisions of paragraph (a) above.

Section 3. Employees receiving tuition reimbursement shall if they leave the City within a year after receiving said payments, reimburse the City for their tuition if the employee leaves the City for another dispatch position.

Section 4. The Union shall receive copies of a list of training classes available to which the City intends to send a dispatcher.

ARTICLE 28. DURATION

Section 1. This Agreement shall be effective the first day of September 1995 and shall remain in force and effect up to and including the first day of September 1999.

Section 2. The parties agree that negotiations for a new Agreement will commence no later than ninety (90) days prior to the expiration of the current Agreement, upon the written notice by the DHCOA to the City.

Section 3. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

ARTICLE 29. COURT TIME COMPENSATION

Section 1. Each dispatcher when required to attend any court on a job related matter at a time other than his/her regular working shift, shall be paid at a rate of time and one-half the dispatcher's regular rate for actual court time with a minimum guarantee of two (2) hours. Such time may instead be added to an employee's compensatory time at the dispatcher's option. The dispatcher shall notify the shift supervisor of a court appearance as soon as possible.

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

Section 3. Each dispatcher when required to attend any court during the course of a regular working shift, shall be excused from duties for the length of actual court time plus whatever travel time is necessary.

Section 4. The dispatcher shall refuse, or surrender to the City any fees, allowances, and reimbursements paid by the court.

ARTICLE 30. SICK, PERSONAL AND VACATION TIME

Section 1. Dispatchers shall be provided with sick, personal and vacation time as enumerated in the following sections.

(a) For purposes of this Article the anniversary date of each employee shall be used to compute the year of service.

(b) Upon resignation, retirement, or death, earned and unused sick, personal and vacation days shall be paid prorated to the employee or the employees estate.

Section 2. Each dispatcher shall receive twelve (12) sick days per year, and may bank up to one hundred (100) sick days total.

(a) An employee with one hundred (100) sick leave days in that employee's bank on December 31 of any year will, on February 15 of the next year, be paid the excess sick days above one hundred (100) at a rate of $\frac{1}{2}$ day's pay for each sick day up to twelve (12) sick days. (Example: Twelve (12) sick days = six (6) days pay).

(b) The City shall be permitted to offer to purchase banked sick days from time to time provided that the sale of such days is at the employee's option and the number purchased reduces that employee's contractual accumulation by the number purchased by the City. Employees will not be allowed to reduce their bank below seventy (70) days using the buy out program.

(c) For purposes of this section, a sick day is defined as any day taken at the discretion of the employee, used in order to promote recuperation from illness.

Section 3. Vacation time shall accrue according to the following schedule:

After 1 year	6 days
After 2 years	11 days
After 3 years	14 days
After 5 years	16 days

(a) Choice of vacations shall be by seniority on a shift by shift basis. Vacations shall be chosen not less than twenty-one (21) days in advance of the desired time. In the event that two

dispatchers bid for the same vacation period within 24 hours of each other, seniority will prevail.

(b) Vacation choices shall be made in five (5) day increments. Any dispatcher having more than five (5) days time shall make their second or third choices only after each employee has made their first choice.

(c) Any vacation time remaining in an employee's bank on the employee's anniversary date each year shall be forfeited.

(d) One day vacation requests with 24 hours notice can be taken at the sole discretion of the shift supervisor.

Section 4. Each dispatcher shall be entitled to two (2) personal days on January first next following the dispatcher's date of employment subject to the following terms:

(a) Personal days remaining in an employee's bank on the employee's anniversary date each year shall be forfeited.

(b) When a personal day is requested fourteen (14) days or more in advance, the answer will be given at least seven (7) days prior to the day requested and once granted shall not be revoked.

(c) If a personal day is requested six (6) days or less in advance and granted it shall not be revoked except for good cause shown.

(d) If any request for personal days is not granted, the decision may be appealed verbally to the Chief of Police and then to the Mayor's designated representative.

(e) A personal leave day may not be unreasonably withheld.

(f) If there is a conflict between two (2) or more Dispatchers in request for personal days, seniority shall prevail if requests are made within a twenty-four (24) hour period.

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

ARTICLE 31. HOLIDAY PROVISIONS

Section 1. The following days shall be considered Holidays for the purpose of this agreement:

New Years Day
Employee's Birthday
Good Friday
Easter Sunday
Memorial Day

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve

Each employee shall be paid a lump sum equal to one day's base pay multiplied by the number of Holidays entitled.

Section 2. Any employee scheduled to work on a Holiday (except Good Friday and Veteran's Day) shall be compensated at the overtime rate of time and one half.

Section 3. Upon resignation, retirement or death, Holidays shall be paid prorated to the employee or the employees estate.

Section 4. Holiday pay shall be paid to the employee on or before the 1st day of December of each year.

ARTICLE 32. INSURANCE BENEFITS

Section 1. Upon completion of the employee's first ninety (90) days of work, the City will provide for each employee a choice of a Health Maintenance Organization as offered September 1, 1995. Each employee shall pay a prescription drug co-pay of \$10.00, and shall pay one percent (1%) of their prior years W-2 statement towards their health insurance premium.

(a) In lieu of health care as provided in the section above, at the employee's election, the City will provide remuneration to reflect the partial cost of maintaining coverage on that employee in an amount not to exceed \$1500.00, if the employee's spouse is covered by an outside health care plan, or \$750.00 if the employee is covered by a City-employed spouse's health care plan.

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

Section 2. The City will provide Delta Dental Insurance program for employees and their dependents as in effect September 1, 1995.

Section 3. Life Insurance

(a) The City shall procure and maintain at its own expense a policy of life insurance on the life of each employee in the amount of Fifteen Thousand Dollars (\$15,000) with a double indemnity provision for accidental death.

(b) The City shall procure and maintain at its own expense a policy of life insurance on the life of each retired employee in the amount of Two Thousand Dollars (\$2,000).

Section 4. The City shall procure and maintain at its own expense an insurance policy providing for each dispatcher for non-duty sickness or accidents, weekly benefits for twenty-six (26) weeks in the amount of One Hundred Fifty Dollars (\$150) a week, but the employee must use that employee's sick time first. The employee must also apply for this benefit no earlier than eight (8) days from the date of said accident and/or injury occurrence. Any other benefits a dispatcher may receive, such as Social Security, etc., shall not be used to reduce any benefit provided for here.

ARTICLE 33. LAYOFFS, RECALLS AND LEAVE OF ABSENCE

Section 1. The employer may, for reasons of economy, abolish positions in the Department and lay off employees, but the same shall be done within the parameters set forth in this collective bargaining agreement.

- (a) Full-time employees shall be laid off in order of reverse seniority. The person with the least seniority laid off first, the person with the greatest seniority laid off last.
- (b) In every instance in which an employee loses his/her job classification he/she shall retain the right to occupy said classification should it become later available. The employee shall also retain and continue to earn seniority in that classification.
- (c) In the event that an employee is removed from City employment as a result of layoff, that employee shall be placed on the re-employment list and shall be eligible for future re-employment by the City.
- (d) Names on the re-employment list shall remain on said list until such time that the employee is re-employed in the former classification, makes written request for removal of his/her name from the list, or refuses an appointment to a position in the same classification.
- (e) It shall be the responsibility of the employee to maintain after lay-off a current address with the Department of Human Resources for the length of time that the re-employment list is active.
- (f) If the working force is increased, the employees shall be recalled on the basis of seniority. Notice of the recall shall be sent by registered mail to the employees current address. If the employee fails to report within thirty (30) days of receiving notice of recall, said employee shall be removed from the list and considered quit.
- (g) A laid-off employee shall retain recall rights for a period not to exceed the employee's Departmental seniority or retirement age, whichever is sooner.

Section 2. A dispatcher shall be entitled to a leave of absence for specified purposes and period of time without loss of seniority.

(a) Leaves shall be granted for period of up to three (3) months to employees who are physically or mentally or otherwise disabled from performing their duties, upon showing proper proof of such disability through the period of absence from a fully qualified medical doctor (M.D. or D.O.).

(b) A doctor's statement concerning disability shall specify in detail the following information to be held in strict confidentiality.

(1) Patient's illness;

(2) How and why the illness disabled the patient;

(3) The period of expected disability, including start and estimated return to work date.

(c) The City shall provide "forms" upon which a City employee may request a leave of absence. Any employee desiring a leave shall submit such application in excess of thirty (30) days prior to the date the leave is to commence and the City shall grant or deny such requests within ten (10) days of receipt of the request.

(d) Pregnancy shall be considered a disabling illness for purposes of this section.

(e) A dispatcher during a leave of absence shall not do any type of dispatching work.

(f) If the dispatcher returns within the period or periods granted, said dispatcher's "Continuous Service Time" will not be interrupted.

ARTICLE 34. OTHER AGREEMENTS

Section 1. Conduct Toward Superiors. Dispatchers shall conduct themselves in an orderly, courteous, and respectful manner when addressing command officers of the Police and Fire Departments and shall receive like treatment in return. Violation of this Article is subject to grievance procedure.

Section 2. Civilian Central Dispatch. Any staffing changes resulting from the reorganization of civilian central dispatch shall be subject to additional collective bargaining and staffed by seniority. In the event that a civilian employee is hired to administer the current or future program, a dispatcher shall be given preference over an outside applicant.

Section 3. Minimum Personnel. The parties agree that every effort should be made to fully staff the front desk, fire dispatch/LEIN and police dispatch on every shift. In no case shall a dispatcher be required to cover two positions simultaneously under emergency circumstances.

Section 4. Ride-along Policy. The City agrees to allow individual dispatchers to ride-along in patrol cars and/or fire apparatus for the purpose of training and ongoing familiarization of city landmarks. Such training shall take place during an employees regularly scheduled shift when scheduling permits. If scheduling precludes it, such training may take place outside of the employees regularly scheduled shift for which the employee will be given compensatory time calculated at straight time.

ARTICLE 35. WAGES

Section 1. Dispatcher's wage shall be as follows:

Hire	\$21,600
After 1 year	\$23,300
After 2 years	\$25,000
After 3 years	\$26,700
After 4 years	\$28,440

Section 2. The anniversary date for computing wages shall be the employees hire date.

Section 3. A two percent (2%) increase over the wages in Section 1 shall be implemented on September 1, 1997. A three percent (3%) additional increase shall be implemented on September 1, 1998. A three and one half percent (3.5%) additional increase shall be implemented on September 1, 1999.

ARTICLE 36. PENSION

Section 1. A dispatcher shall be provided with a pension as outlined in the General Government Pension Ordinance subject to Section 2 negotiation.

Section 2. (a) The dispatch unit shall adopt a Defined Contribution Plan on or before January 1, 1998.

(b) The parties agree that a labor-management study committee shall be established to study and provide definition to a Defined Contribution Plan for the dispatcher unit.

(c) If the City and the Union fail to agree on a Defined Contribution Plan by January 1, 1998, the dispatcher unit shall remain in the City General Government plan, as stated in Section 1 above.

(d) If the union and the City agree to a Defined Contribution Plan, the details of such plan shall be attached to this contract as a letter of understanding between the parties.

(e) The 1/1/98 date referred to herein may be mutually extended by the parties, in writing.

(f) Both the Union and the City may terminate these discussions at any time, without reason being given. In that event, the Union will revert to coverage under the City's General Government Pension plan.

ARTICLE 37. LUNCH AND BREAKS

A dispatcher shall be entitled to a lunch and breaks, emergency workload permitting.

ARTICLE 38. JURY DUTY

An employee who is called to and reports for jury duty during the hours that the employee is scheduled to work for the City shall be paid at the employee's straight time hourly rate, as though that employee had reported for work.

(a) In order to receive payment under this Article, an employee must give the City prior notice that the employee has been summoned for jury duty and must furnish satisfactory evidence that the jury duty was performed on the days for which the employee claims such payment.

(b) The dispatcher shall refuse, or surrender to the City any fees, allowances, and reimbursements paid by the court that duplicate any hours paid by the City.

(c) The City reserves the right to seek to have the employee excused from jury duty in order to work.

ARTICLE 39. PART-TIME EMPLOYEES

Section 1. The City may employ up to five (5) regular part-time dispatchers. Such part-time employees will be hired at the discretion of the City to supplement full-time dispatchers. No part-time employee shall work more than 20 hours per week.

Section 2. Part-time employees will not be used to replace full-time union dispatchers, nor will part-time employees be used to diminish legitimate seniority rights of dispatchers. Under no circumstances will part-time dispatchers be permitted to serve as "shift mentors" as defined in this contract.

Section 3. Leave work shall continue to be assigned in accordance with Article 22 of this contract. Part-time employees may be used before ordered work is assigned.

Section 4. Vacancies in the full-time classification will be filled whenever such vacancies occur with preference given to part-time employees. This section applies to Article 39.

Section 5. Part-time employees shall be trained and certified in a manner identical to that of those in the full-time classification.

Section 6. The City reserves the right to withdraw the part-time program entirely at its sole discretion without recourse by the Union.

ARTICLE 40. SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 8 day of May, 1997.

DEARBORN HEIGHTS
COMMUNICATION OFFICERS
ASSOCIATION

Meryl McGee
Meryl McGee, President

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Wayne Beerbower
Wayne Beerbower, Business Agent

CITY OF DEARBORN HEIGHTS

Ruth A. Canfield
Mayor Ruth A. Canfield

Helene S. Sheridan
City Clerk Helene S. Sheridan

ADDENDUM A

Payroll Deduction Authorization Form

BY: _____, _____, _____
Last First Init

TO: City of Dearborn Heights, Michigan

Effective _____ I hereby authorize you to deduct from my earnings the amount certified by the Dearborn Heights Communications Officer's Association, hereinafter called DHCOA, as my share of the cost of administration and negotiation of this and succeeding collective bargaining agreements with the City of Dearborn Heights.

In consideration of the City of Dearborn Heights providing this deduction service, I agree to hold the City of Dearborn Heights harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of providing this deduction service. I further specifically agree that in event that refund of sums deducted under this Authorization is due me for any reason, that in consideration of the City of Dearborn Heights providing this deduction service, to seek such refund from the DHCOA.

The amounts deducted hereunder shall be paid to the Treasurer of DHCOA at the address provided. This authorization shall remain in effect unless terminated by me upon sixty (60) days prior written notice to DHCOA and the City of Dearborn Heights upon termination of the Agreement or upon termination of my employment.

Employee's signature

TO: ADMINISTRATIVE ASSISTANT KURT L. HEISE
FROM: CITY CLERK HELENE S. SHERIDAN *HSS/PR*
DATE: APRIL 24, 1997
RE: DISPATCHER CONTRACT

The following is a copy of a motion adopted at the Regular Meeting of the Dearborn Heights City Council held on April 22, 1997.

97-182 Motion by Councilman Paletko, seconded by Councilman Zulinski, that the City Council concurs with and approves the Dearborn Heights Communications Officer's Association contract for 1995 through 1999 per, Administrative Assistant Heise, communication dated April 15, 1997.

AYES: Councilman Baron, Councilwoman Horvath, Council Chairman
Kosinski, Councilman Paletko, Councilman Slomzenski, Councilman
Wyatt, Councilman Zulinski.
NAYS: None.
ABSENT: None.

Motion unanimously adopted.

HSS:mel

cc: Comptroller Barrow
Treasurer Riley
Files