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4/30/2001

1997 - 2001

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF DEARBORN HEIGHTS

and

THE DEARBORN HEIGHTS POLICE

SUPERVISORS ASSOCIATION

Dearborn Heights, City of

1/20/1901

Received of the Treasurer of the Board of Education
the sum of \$100.00 for the year 1901

Wm. H. ...
Treasurer

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ARTICLE 1

PARTIES

This Agreement is between the City of Dearborn Heights, a Michigan municipal corporation, (hereinafter referred to as the "Employer" or the "City"), and the Dearborn Heights Police Supervisors Association, existing under the laws of the State of Michigan (hereinafter referred to as the "Association").

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 Association, and the citizens of the City of Dearborn Heights, Michigan.

ARTICLE 3

RECOGNITION

Section 1. The City of Dearborn Heights recognizes the Association as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all police officers of the rank of corporal and above, including detectives, but excluding Chief and Deputy Chief.

Section 2. Police officers and Association representatives shall have the right to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

Section 3. The City will deduct each month, upon signed authorization by individual officers, all initiation fees, dues and assessments certified by the Association and forward

same to the Association's authorized Treasurer. The authorization shall be irrevocable for the term of this Agreement.

ARTICLE 4

AGENCY SHOP

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; provided, however, that a monthly service fee once set during the contract term shall not change for the remainder of the contract term.

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

delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

Section 4. The City agrees to deduct from the pay of each police officer from whom it receives a written authorization to do so, the amount specified upon the authorization. Each police officer utilizing the city deduction from pay for the remittance of sums to the Union shall provide the City an authorization in the form attached hereto as Attachment "A". The form shall include an agreement by the police officer to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reasons of action taken or not taken by the City for purpose of providing the deduction service. Furthermore, the police officer shall agree that in the event a refund is due such police officer for any reason, such police officer shall seek such refund from the Union.

Section 5. Such sums deducted from a police officer's pay, accompanied by a list of the police officers from whose pay they have been deducted and the amount deducted from such deductions shall be forwarded to the Union Treasurer at 6045 Fenton, Dearborn Heights, Michigan 48127, within thirty (30) days after such collections have been made.

Section 6. In the event that a refund is due any police officer for any sums deducted from wages and paid to the Union, it shall be the responsibility of such police officer to obtain appropriate refund from the Union.

Section 7. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by the reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

Section 8. The City shall not be responsible for inadvertence or negligence in complying with the terms of this Article.

Section 9. The Employer will deduct from the pay of the employees in any month only the dues, fees or service charges incurred while an employee has been in the employ of the Employer and only such amounts becoming due and payable in such month.

Section 10. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and, if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 11. The parties agree to respect the religious beliefs of any employee who is a member of or adherent to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting a labor organization and such employee shall not be required by either party to join or financially support any labor organization.

ARTICLE 5

REPRESENTATION

Section 1. The Association shall be represented in all negotiations by a committee of any three (3) officers of the Association and such counsel, legal, economic or otherwise, as they shall retain. The City shall negotiate with those representatives and their counsel as herein provided.

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

Section 3. The President and a steward shall act as a grievance committee.

Section 4. According to the Constitution and By-Laws of this Association, officers and other representatives of the Association shall be afforded time during regular working hours without loss of pay to fulfill their Association responsibilities. This to include all

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

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

Section 5. Up to three (3) elected delegates of the Union will be excused from work up to three (3) work days for the purpose of attending conferences or seminars relating to the administration of the collective bargaining agreement provided those conferences or seminars are held outside the City limits of the City and that the City is not required by manpower restrictions to call in persons to replace persons attending; provided one Union designated person shall be permitted to attend such conference whether or not call in is necessary. Designated delegates will receive their regular pay from the City but shall not be considered on duty. The City will not be responsible for any delegate expenses incurred as a result of attending such conference or seminar.

Section 6. No more than two (2) City employee Association representatives and Counsel shall be present at any step of the grievance procedure.

ARTICLE 6

DISCIPLINE

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

Section 2. A penalty once levied may be reduced but may not be increased.

Section 3. A change of shift shall be considered a just and reasonable disciplinary penalty in cases where there is cause for discipline; provided that no innocent member of the bargaining unit shall be transferred to accommodate a disciplinary shift transfer.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. Purpose.

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

Section 2.

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

- (1) Article and Section of the Agreement allegedly violated, and
- (2) Date of occurrence of each alleged violation, and

- (3) Manner of alleged violation including the name, if applicable, of the management representative who allegedly violated the agreement.

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

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

Section 3. The Steps of the Grievance procedure are as follows:

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

STEP 2. In the event the grievance is not resolved in Step 1, the Executive Board of the Association shall review the grievance to determine whether or not to appeal the matter further. If the Executive Board decides not to pursue the grievance, the matter shall be brought before the Association for vote. If the Association, by majority vote, decides to further appeal the grievance, then the president and/or steward shall continue with the processing of the grievance as hereinafter set forth. If the Association decides against further pursuit of the grievance, the employee who may be aggrieved shall not be precluded from processing the grievance on the employee's own. If the grievance is to be appealed, then it shall be submitted within twenty (20) working days from the date of the written disposition of the grievance as per Step 1, to the Chief of Police or Deputy, who shall reply in writing within

seven (7) work days after the grievance is submitted to the Chief. A meeting between the Chief and the Grievance Committee shall be held to discuss the grievance within the seven (7) work day period. The death, disability, vacancy or absence of the Chief of Police shall not cause an extension of the seven (7) work day period provided for in Step 2, but recourse shall be had to Step 3 at the end of the seven (7) work day period, the same as would obtain if the meeting were held and the grievance unresolved. The Association shall notify the City of its decision not to pursue a grievance in writing and shall specifically advise the City whether or not the grievant has elected to pursue the grievance on the employee's own.

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

Section 4. Grievances affecting a number of police officers may be treated as a policy grievance and entered directly at the second Step of the grievance procedure.

Section 5. All police officers shall have the right to be represented by not more than two (2) employee Association representatives and counsel at all disciplinary conferences or procedures. Notification shall be promptly given to the Association of any disciplinary action taken against any police officers which results in official entries being added to the police officer's personnel file. In addition, a copy of any correspondence to be placed in

the officer's departmental personnel file or Civil Service file will be sent directly to the officer.

Section 6. If the grievance is not resolved in Step 3, the grievant shall designate an election of remedies by specifically stating thereon whether the aggrieved employee elects to proceed in accordance with Act 78 or the Rules of the American Arbitration Association. If the employee shall elect to proceed in accordance with the provisions of Act 78, and if the Civil Service Commission or the Court should decide that they lack jurisdiction to hear the matter or if they decide that the matter is not cognizable under Act 78, then the employee may resort to binding arbitration under the rules of the American Arbitration Association.

ARTICLE 8

ARBITRATION

Section 1. Any unresolved grievance, having been processed through Step 3 of the Grievance Procedure, may be submitted to arbitration, or Act 78 resolution in accordance with this Agreement, by either party in accordance with the following:

- (a) Arbitration or Act 78 resolution shall be invoked by written notice to the other party within thirty (30) days of Step 3 determination of intention to arbitrate or secure Act 78 resolution. The party desiring arbitration shall, within thirty (30) days of receipt of the answer of the City at Step 3 of the Grievance Procedure of this Agreement, request the American Arbitration Association to appoint an impartial arbitrator in accordance with the Labor Arbitration Rules and Regulations of the American Arbitration Association then in effect.
- (b) The decision of the arbitrator shall be final and binding upon the City, the Association and the affected police officers.
- (c) The arbitrator shall have no power or authority to add to, or to subtract from or to modify any of the terms of this Agreement.

- (d) Any and all costs incurred for the purpose of arbitration shall be shared equally between the City and the Association. Each party shall be responsible for its own expenses including representatives and witnesses.
- (e) The grievance procedures provided herein shall be the exclusive remedy for the Association, the City and the employees and there shall be no right to pursue any other procedures or remedies under Act 78, Public Acts, 1935, or the Courts on matters subject to the grievance procedure as provided herein, unless Act 78 is specifically elected by the aggrieved at the time of filing the grievance with the City. In no event shall an aggrieved employee be granted both an arbitration and an Act 78 hearing arising out of the same grievance.
- (f) DHP SA agrees that should it decide that a grievance shall not be pursued past Step III, it shall so advise the city in writing; provided such dropping of a member's grievance shall not affect that member's Act 78 rights, if any, and DHP SA will not finance an Act 78 action.

Section 2. All arbitration hearings will be held on city premises.

ARTICLE 9

SENIORITY

Section 1. Departmental seniority of a command officer will be from the date of hire as a police officer. Seniority for all other purposes shall be determined in the following manner:

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

Section 2. A police officer shall forfeit such officer's seniority rights only for the following reasons:

- (a) The officer resigns.
- (b) The officer is dismissed and is not reinstated.
- (c) The officer is absent without leave for a period of five (5) days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
- (d) The officer retires.
- (e) A settlement with employee has been made for total disability.

Section 3. A seniority list shall be furnished to the Association by the City once every twelve (12) months.

Section 4. The City will post newly created lateral command vacancies and training opportunities for ten (10) calendar days. The filling of newly created lateral command vacancies will be by the City selecting from among three (3) candidates selected from all available candidates based on seniority in rank and qualifications. The City may select any one of the three (3) candidates. There shall be no lateral transfer between the Uniform Division and the Detective Division. The City will send a letter of explanation to the candidates.

Section 5. In the event a Bureau duty assignment is terminated by the City, the officer may, in the City's discretion, be reassigned to the patrol division and shall select shift by seniority.

ARTICLE 10

EMPLOYEE'S RIGHTS

Section 1. At no time shall any member of the Association be required to answer to any allegation(s) of misconduct unless said allegation(s) has been reduced to writing and the member shall be provided with a copy of the allegation(s) and an opportunity to read same before answering any questions or making any statements regarding the allegation(s). Further, at the member's request, the member shall have the right to representation from an Executive Board member and/or a member of the grievance

committee, or an attorney of such member's choice, present during the time any answers are given or statements made.

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

Section 2.

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

Section 3. The City recognizes its responsibility to continue to give reasonable support and assistance to all employees with respect to the performance of and the carrying out of their respective duties as police officers.

Section 4. No provision of this Agreement is intended to prohibit the City from offering to the Union President a proposed settlement of disciplinary action, whether imminent or effective.

Section 5. Any discussions or conversations occurring between an Association officer and any member who has been charged with a violation of the Rules and

Regulations of the Dearborn Heights Police Department or charged with any contract violations, shall be privileged to the extent that the Association officer shall not be called to testify as to said conversations in any arbitration or Civil Service Hearing by the City.

Section 6. The City will offer a police supervisor who has a reasonable-grounded fear of an adverse personnel action, and who requests Union representation, the option of Union representation in the investigatory interview.

Section 7. The Association reserves the right as citizens to appear before and petition the City Council on matters of concern.

ARTICLE 11

PROMOTIONS, LAYOFFS, RECALLS AND LEAVE OF ABSENCE

Section 1. Promotions shall be in accordance with the provisions of Act 78, P.A. of 1935, as amended, except as follows:

- (a) Each applicant's unexpurgated personnel file shall be submitted to the oral examiners.
- (b) The Oral Board Examiners shall be department neutral, that is to say, not members of the Dearborn Heights Police Department.
- (c) There shall be automatic progression from the rank of Deputy Chief to Chief without further testing and the Union waives the right of, and for, its members for testing for the rank of Chief.

Section 2. Layoffs and recalls shall be in accordance with the provisions of Act 78, P.A. of 1935, as amended. A laid off bargaining unit member shall retain recall rights for a period not to exceed that person's departmental seniority or retirement age, whichever is sooner.

Section 3. A police officer shall be entitled to a leave of absence for specified purposes and period of time without loss of seniority.

- (a) Leaves shall be granted for a period of up to three (3) months to employees who are physically or mentally or otherwise disabled from performing their

duties, upon showing proper proof of such disability through the period of absence from a fully qualified physician within whose Board certified specialty the symptoms lie.

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

Section 4. A police officer during such officer's leave of absence shall not do any type of police work.

Section 5. If the police officer returns within the period or periods granted, said police officer's "Continuous Service Time" will not be interrupted.

ARTICLE 12

ASSOCIATION ACTIVITIES

Section 1. Bulletin Boards.

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

Section 2. Meetings.

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

Section 3. Strike and Lockout Prohibition.

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

Section 4. The Association President or any Association member performing Association business during normal working hours, will be considered on duty and shall be allowed to use a department vehicle when traveling to and from the location where said business is to be conducted.

ARTICLE 13

CHANGES IN WORKING CONDITIONS

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

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

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

ARTICLE 14

CITY'S RIGHTS

Section 1. The City reserves the right to assign tasks to police officers and to set up rules and regulations necessary to operate the Police Department as efficiently as possible, subject to the provisions of this Agreement.

Section 2. Before new bureaus are established, the City will consult with the Association to solicit its views concerning organization of such bureaus.

Section 3. It is understood and agreed that the Chief and Deputy Chief can perform bargaining unit work.

Section 4. The Union recognizes the right of the city to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated, or modified by this agreement are retained by the City.

Section 5. 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 6. The City has the right to schedule overtime work as required and consistent with the provisions set forth in Article 19.

Section 7. It is understood by the parties that every incidental duty connected with assignments enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by such employees.

Section 8. The City reserves the right to classify positions based on assigned duties or responsibilities or make changes in assigned duties and responsibilities. The City has the responsibility in such classifications and duty assignments to provide equal compensation for equal work and to reflect duties and responsibilities by appropriate classifications and compensation. In cases where an employee considers that these principles are not being observed, that employee may seek redress through the grievance procedure set forth in Article 7.

Section 9. The City reserves the right to discipline or discharge for cause.

Section 10. The City reserves the right in accordance with Article 11, Section 2, to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful and unproductive.

Section 11. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials:

- (a) The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter or Ordinances, recommending an annual budget of appropriation, and the efficient performance of all executive departments, among other executive responsibilities defined by the Charter.
- (b) The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.
- (c) The responsibility of the City for establishing, amending, and administering an Act 78 Civil Service merit system of employment, a classification plan, adopting rules and regulations regarding employment and exercising personnel administration responsibilities.
- (d) The responsibility of the City for establishing, amending, and administering a compensation plan, and a fringe benefit program including an insurance program, a disability program, and other similar programs.
- (e) The Charter responsibilities of the City in determining the functions and organization of the respective departments or divisions.
- (f) The responsibilities of Department Heads governed by Charter provisions, ordinances, and Civil Service rules:
 - (1) To hire, assign, transfer, and promote employees to positions within the agency;

- (2) To suspend, demote, discharge, or take other disciplinary action against employees;
 - (3) To relieve employees from duties because of lack of funds;
 - (4) To determine the methods, means and personnel necessary for departmental or agency operations;
 - (5) To control departmental or agency budget;
 - (6) To take whatever actions are necessary in situations of emergency to perform the functions of the department.
- (g) The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions, and ordinances for this purpose subject to the authority of the departments and the City Council.
- (h) The responsibility of the City for establishing, amending, and administering the Act 345 Retirement Plan of the City.

Section 12. The Police Chief may convene a disciplinary review board consisting of three (3) superior officers to review the circumstances in any contemplated disciplinary action against an employee and based upon this review to make an advisory recommendation to the Police Chief that the charges are founded or unfounded. 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.

ARTICLE 15

COPIES OF CONTRACT

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

ARTICLE 16

WAGES

Section 1. Annual Base salary

- (a) Commencing on the date indicated the City will pay the following amounts as base wage, beginning on 7-1-97 with a four (4%) raise and continuing each year thereafter with a 4% raise as follows:

	<u>7-1-97</u>	<u>7-1-98</u>	<u>7-1-99</u>	<u>7-1-00</u>
Sergeant	\$48,999	\$50,959	\$52,997	\$55,117
Lieutenant	\$52,670	\$54,777	\$56,968	\$59,247
Captain	\$56,876	\$59,151	\$61,517	\$63,986

- (b) For and in consideration of the rank changes granted in previous negotiations, the Association for itself and its individual members covenants not to institute or support any action, legal or otherwise, which would be construed as a challenge to the rank changes provided hereunder and agrees to jointly defend any such action with the City.
- (c) In prior contracts the parties had previously made provision for a capped COLA program. Such a capped program was consciously deleted from this Agreement.

Section 2. FICA.

Effective July 1, 1997, and thereafter, FICA reimbursement of six and seven tenths (6.7%) shall be added onto base wage and shall be reflected on all formerly FICA reimbursed wages.

Section 3. Longevity Pay.

- (a) Police Officers will be paid longevity pay as determined by hourly rate of pay in effect in the month of November as follows:

2% after 5 years' service
3% after 8 years' service
4% after 10 years' service
5% after 12 years' service
6% after 15 years' service
6.5% after 17 years' service
7% after 20 years' service

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

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

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

Section 4. In absence of both the Chief and Deputy Chief for periods of a day or more, a Captain who acts as Chief shall be paid as Chief for the time spent as Chief, calculated in daily increments.

Section 5. An employee shall receive full pay upon satisfactory completion of their 6 month probationary period. During probation the following percentages of full pay shall be paid: Sergeants 70%; Lieutenants 70%; Captains 70%.

Section 6. It is agreed that there will be no step up pay for vacations, personal days, etc.

ARTICLE 17

UNIFORM ALLOWANCE

Section 1. Each police officer shall keep and maintain a set of uniforms, in serviceable condition, neat and clean, at the officer's own expense, and shall receive additional compensation therefor, for the maintenance of same, an allowance of 1.15% of

that employee's base wage (effective 7-1-98) payable on or before the 30th day of June annually. Until 7-1-98 the terms of the 1993-97 Contract shall be in effect.

Section 2. In the event through extraordinary services, articles of uniform and apparel are damaged or destroyed in the line of duty, upon approval by appropriate officer, said police officer shall receive additional compensation in an amount necessary to replace said articles destroyed or damaged as soon as reasonably possible.

CLARIFICATION ON DAMAGED OR DESTROYED CLOTHING
ARTICLES THROUGH EXTRAORDINARY SERVICES

1. Uniform or apparel damage incurred where it was necessary for an officer to use physical force while attempting to affect an arrest.
2. Uniform or apparel damage incurred while pursuing a person who is attempting to flee from an arrest.
3. Uniform or apparel damage incurred while an officer is either aiding or assisting an injured person.
4. Uniform or apparel damage incurred while investigating a major crime (B & E, Robbery, Arson).
5. Uniform or apparel damage incurred during a major disaster such as flood, fire, gasoline truck accidents, etc.
6. Uniform or apparel damage incurred while handling wild or vicious animals.
7. Apparel to be considered civilian attire as required by Department Rules and Regulations for officers in certain positions or details.
8. Personal jewelry is not required and will not be replaced.
9. Patent leather shoes are not covered. Officers wear them at their own risk.
10. Watches, although not required, are considered an essential item, but with a replacement or repair value not to exceed twenty (\$20.00) dollars (includes watch bands and watch chains).

11. The replacement value of articles will be determined after said articles have been turned into the Chief's office. Due to unusual wear, age, condition and serviceability, some articles' value will be pro-rated.

ARTICLE 18

HOLIDAYS AND HOLIDAY PAY

In lieu of paid holidays or holiday time off, each police officer shall be paid a lump sum equal to one day's base pay multiplied by twelve (12). Holiday pay to be computed at rate of pay received at the time of payment. Holiday pay shall be paid to the police officer on or before the 1st day of December each year.

Upon termination of employment, police officers shall be entitled to receive holiday compensation equal to the portion of the calendar year served.

ARTICLE 19

OVERTIME AND COURT-TIME COMPENSATION

Section 1. In the event that any police officer on a regular shift works more than eight (8) hours, such officer shall receive additional pay at the rate of time and one-half for such time over eight (8) hours. Scheduled overtime at the start of a shift is not call-in time. Officers shall have a minimum of four (4) hours at overtime pay for call-in.

Section 2. In the event that an officer works a leave day, such officer shall receive compensation at the rate of time and one-half for such period with a minimum guarantee of four (4) hours time at overtime pay for call-in.

Section 3.

- (a) In lieu of overtime compensation as provided Above, at the election of the police officer, compensatory time in the ratio of 1.5 hours of compensatory time for 1.0 hours of overtime shall be allowed. A police officer may accumulate up to eighty (80) hours compensatory time.

- (b) Upon resignation, retirement or death of a police officer, full pay shall be due to the police officer or such officer's estate for up to 80 hours accumulated compensatory time.

Section 5. Court-Time. Each police officer when required to attend any court at a time other than such officer's regular working shift, shall be paid therefore at the rate of time and one-half the officer's regular rate for actual court time with a guarantee of two (2) hours' pay.

ARTICLE 20

VACATIONS

Section 1. The anniversary date for purposes of computing vacation time shall be the hiring date of each police officer. Vacations shall be in accordance with the following schedule:

Twenty (20) days after two (2) years plus one (1) day per year after ten (10) years, not to exceed twenty-seven (27) days after seventeen (17) years.

Section 2. The City will provide each officer, on January 31st of each year, with a list setting forth the officer's accumulated sick and vacation time.

Section 3. With respect to Section 1 of this Article, it is understood that the City will calculate the ten (10) year entitlement in the same manner as calculated for the patrol officers for contract year 1980-1981. That section 3 shall be interpreted to mean that each police officer shall receive one (1) additional fully paid vacation day after ten (10) consecutive years of employment, for each year, thereafter not to exceed twenty-seven (27) vacation days. In other words, vacation days may be accumulated only during the first seventeen (17) consecutive years of service. It is further agreed that the accumulation of vacation days after ten (10) consecutive years of service shall occur for each successive year thereafter as the officer has completed one hundred eighty-three (183) days of service from the anniversary date of the officer's hire. For example, the officer, after serving ten (10) consecutive years plus one hundred eighty-three (183) days will be

entitled to twenty-one (21) vacation days; after serving eleven (11) consecutive years plus one hundred eighty-three (183) days the officer will be entitled to twenty-two (22) vacation days. The same method of computation in allowance for vacation days shall continue through the first consecutive seventeen (17) years of the officer's employment. The intent of this clarification is to compromise the contention of the police officers that the additional days are earned on the first day of each successive year after ten (10) consecutive years of service and the City's contention that the day is earned only after the completion of a full year. The compromise is to indicate that the additional days are earned only after completion of more than one-half year of each year service after ten (10) years of service.

Section 4. All vacation time must be taken in the year following the year in which earned. Accumulated vacation time accrued before June 30, 1987 may be taken by the officer with approval of the Chief of Police or designee.

Section 5. At least five (5) frozen banked vacation days will be purchased by the City annually, at the individual bargaining unit member's option, from bargaining unit members with banked days and that person's bank accordingly reduced. All red circled banked vacation days will be frozen in value as of June 30, 1993 and shall not increase in value nor accrue any roll up costs from future salary increases.

ARTICLE 21

FUNERAL LEAVE

A police officer shall be entitled to five (5) working days per funeral to make preparation for and attend the burial and funeral of an immediate member of such officer's family within three-hundred (300) miles of the City of Dearborn Heights. An immediate member of the family for this purpose shall be deemed husband, wife, children, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, foster parents, stepfather, stepmother, stepbrothers, stepsisters. A police officer shall also be entitled to three (3) calendar days for the funeral of grandparents-in-law or grandchildren if within three-hundred (300) miles of the City of Dearborn Heights. One additional

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

A police officer shall be entitled to one (1) day to actually attend the funeral service for an aunt or an uncle and same shall be charged as a sick day.

ARTICLE 22

SICK LEAVE

Section 1. A sick leave day for the purpose of this Article shall mean an eight (8) hour regular duty day.

Section 2. As of July 1, 1997, each employee will accumulate one (1) sick day at the beginning of each month. On February 15 of each year thereafter, the excess sick days, above one-hundred fifty (150), or that employee's contractual maximum, shall be paid off at a rate of ½ day's pay for each sick day.

Section 3. A police officer shall be charged sick day time for regular duty days not worked because of illness.

Section 4. All police officers in the bargaining unit who are injured or become ill in the line of duty as defined by the Workers' Compensation Act shall be carried on the City payroll at no loss of take-home pay for such officer's classification for a period not to exceed one year from date of injury. The employee shall continue to earn sick leave, vacation leave, longevity pay, hospitalization, life insurance and shall have continuous service for seniority. A police officer shall receive uniform allowance at a pro-rated rate for months served on active duty prior to the date of such illness or injury. The employee shall not earn uniform allowance during the period of this special leave provided the employee shall not be docked for the first thirty (30) days of such leave. As a condition of continued receipt of the pay differential provided by this Section, any employee injured on the job, for whom any physician has declared to be totally disabled or for whom no

precise date for return to work can be given by a physician for return to work, shall file for disability retirement under the Act 345 Retirement Plan and not later than such employee's sixth consecutive month of injury. As a further condition, such employee shall also file for a United States Government, Social Security Disability payment not later than such officer's fifth consecutive month of injury. Receipt of United States Social Security Administration disability benefits or disability retirement under the Act 345 Retirement Plan shall simultaneously and without more, terminate the obligations of this Section.

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

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

Section 5. A police officer or such officer's estate shall be entitled to full pay for all accumulated sick days at retirement or death.

Section 6. The City shall procure and maintain at its own expense an insurance policy providing for each police officer for non-duty sickness or accident weekly benefits for twenty-six (26) weeks in the amount of three hundred dollars (\$300.00) per week. The police officer must use all of his or her accumulated sick time prior to using this benefit.

Section 7. For reasons other than the above, a police officer shall be paid one-half (½) of accumulated sick leave days upon severance of employment.

Section 8. This City will provide each officer, on January 31st of each year, with a list setting forth the officer's accumulated sick and vacation time.

Section 9. Sick day banks for persons entering the DHP SA Unit on and after July 1, 1993, will be valued at the DHPOA Patrol Officer's hourly rate in effect at the person's

retirement or separation. Sick days earned in the DHP SA Unit will be valued and paid pursuant to the DHP SA contract.

ARTICLE 23

INSURANCE

Section 1. The City shall maintain, for each officer, life insurance coverage of thirty thousand (\$30,000.00) straight life insurance coverage, with additional coverage of thirty thousand (\$30,000.00) for accidental death and scale coverage for dismemberment. The City shall pay the premium cost for each insurance coverage.

Section 2. Police Officers who retire from the DHP SA bargaining unit after July 1, 1997, shall receive a five thousand dollar (\$5,000.00) life insurance benefit payable to a beneficiary designated by the retired employee. The City shall pay the premium cost for such insurance coverage.

Section 3. The City will provide Blue Cross - Blue Shield Community Blue Group Benefit Certificate 42080, which includes a \$10.00 office co-pay and the following riders:

ASFP	BMT	CNP	DC	ERSD
GCO	GLE-1	HMN	ICMP	RAPS
PTFS	PTS	SOT-PE	SUBRO2	

Prescription Drug "Preferred Rx" Group Benefit Certificate

PD CR-\$5.00; Emergency Room Co-Pay \$25.00

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

Employees enrolled in Community Blue will contribute a ten dollar (\$10.00) office visit co-pay, a five dollar (\$5.00) prescription drug co-pay, and a twenty-five dollar (\$25.00) emergency room co-pay.

In the event that death results to a member in the line of duty or a member who becomes totally incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of that person's employment by the City and retired by the Board, the employee's surviving dependents shall have coverage as set forth in Sections 1, 2 and 3. Spouse ceases to be covered when remarries. Each child will be covered through and including their eighteenth (18th) year of age.

As part of any health care program, the City may establish the following cost containment programs at the City's option:

- (a) Each active member will contribute a one percent (1%) Health Insurance Co-Pay of that employee's base annual wage as that wage appears in the wage schedules of this and succeeding agreements. At the employee's option, such payment may be made in accrued sick time, provided that if sick time is used, the maximum number of sick days allowed under this agreement shall be correspondingly reduced. The remaining balance after payment will be reimbursed to the employee by the City, payable by check. This check will not count toward pension FAC.
- (b) Each year, a retiree will contribute 1% of that retiree's Act 345 pension benefit not including the value of health insurance toward the cost of health care.
- (c)
 - (1) Retiree health care benefit levels for future retirees retiring on or after July 1, 1987 shall be the same as then active employees.
 - (2) In the unlikely event that a future DHP SA bargaining committee were to eliminate health insurance in its entirety and such elimination would leave persons then retired without any City provided health care insurance, the City agrees to maintain for those then retired persons the health care benefit level being received by such retirees

immediately preceding and in existence at the time of elimination of health care for active bargaining unit employees. Such plan for retirees shall be at least a basic comprehensive medical surgical plan substantially equivalent to Community Blue. The City agrees that it will not submit this subsection to Act 312.

- (d) Excluded from benefits coverage are maternity benefits for persons acting as surrogate Mothers.
- (e) Whenever more than one family member is employed by the City, there shall be no duplicate health benefits coverage.
- (f) As a matter of clarification, it is understood that retiree health insurance, other than duty disability retirement, is only provided for persons (and current spouses) that have 25 years of police service either through active police service or a combination of active police service and military time purchased prior to June 30, 1989.
- (g) Persons (and spouses as of the date of disability retirement) retired because of duty disability shall be entitled to the same health insurance as current active employees so long as the duty disability retiree or eligible spouse is entitled to receive a monthly retirement benefit from the Act 345 Retirement System.
- (h) The City will purchase health care benefits (medical, dental, pharmacy, optical) through the SEMCOG Health Purchasing Alliance, providing that benefit levels remain the same or improve upon the contract.
- (i) All negotiated health care benefits shall take effect 60 days from date of contract ratification by the City Council.

Section 4. Delta Dental Plan, Class 1 and 2 on 75/25 maximum of one-thousand, five hundred dollars (\$1,500.00) benefit per person per year. Effective July 1, 1997,

employees will receive Plan A class III 60/40 Orthodontic care with a three thousand (\$3,000.00) lifetime coverage per eligible member (no age limit).

Section 5. Blue Cross/Blue Shield Optical Plan or equivalent effective July 1, 1976.

Section 6. For persons retiring prior to July 1, 1987, the City shall provide the same hospitalization for a police officer who retires under Public Act 345 as such officer had according to the terms of this Agreement (see Section 3 changes) at the time of that officer's retirement, which includes the officer's spouse and dependents.

The City shall not be required to cover the retiree who is covered under such other hospitalization plan which is equivalent or better or becomes covered while being covered under the City retiree plan, provided, however, the coverage shall continue and shall not be terminated if the City is reimbursed for said premiums within ninety (90) days after notifying the retiree of amount of premium due, and said retiree's coverage shall remain in full force and effect. The City shall resume payments on behalf of the retiree when such other hospital plan coverage ceases.

The retiree's coverage shall not be changed to include any other persons being covered under the hospitalization plan after the retiree's retirement.

The City shall not be required to cover a retiree or cover retiree family member who is eligible to be covered under another health care plan. Should the retiree, once having the retiree's benefits terminated, cease to be covered by another plan the retiree may be reinstated by filing a written application for such coverage to be reinstated pursuant to this Agreement, if the retiree meets eligibility requirements. The City shall resume coverage on behalf of an otherwise eligible retiree or family member when such other coverage ceases to be eligible.

Section 7. All benefits shall be subject to standard preprinted provisions set forth in the policy or policies.

Section 8. When employment is interrupted by layoff, discharge, quit, strike, retirement, leave of absence (except those covered under Article 11, Section 3(a)) or any

other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is sooner.

Section 9. The Employer shall have no obligations to duplicate any benefit an employee receives under any other policy or with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage provided by the Employer herein a party.

Section 10. Should the City be obligated by law to contribute to a governmentally sponsored insurance program, state, national or otherwise, which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage; to escape such double coverage, the City shall be permitted to cancel benefits or policies which duplicate compulsory governmentally sponsored insurance programs; provided, however, the City agrees to maintain the benefit level established by this Agreement supplementing compulsory policies if necessary.

Section 11. The City shall be permitted to select and reselect the insurance carrier for any insurance required by this Article provided that substantially equivalent benefit levels are maintained, it being understood that different insurance carriers may not offer identical policies. For purposes of determining equivalency of the package, the package will be submitted to a mutually agreeable insurance consultant.

Section 12. The City reserves the right to subrogation and recovery of amounts paid by the City, or its health insurance plans, on behalf of a person covered by a City health insurance plan(s) because of an injury in which the person covered by the City's health insurance plan is entitled to recovery or is paid damages by another party.

Section 13. No health insurance plan of the City in conjunction with any other group health plan or plans without limit as to source or nature shall be construed so as to require payment of more than 100% of the employee's or retiree's actual loss.

Section 14. Upon becoming eligible for Medicare benefits, benefits for any Retiree or person covered through or because of such retiree will continue to be subject to coordination of benefits. If such retiree or other person fails to enroll for Medicare, benefits will be paid as though such retiree or other person had enrolled.

Section 15. The City shall provide liability insurance with no deductible charged to the officer. Policy limits, deductibles and carrier shall be at the discretion of the City.

ARTICLE 24

PERSONAL LEAVE DAYS

Each police officer shall be entitled to three (3) personal leave days per year and no reason need be given.

If a personal leave day is requested six (6) days or less in advance and granted, it shall not be revoked.

If any request for personal leave days is not granted, the decision may be appealed verbally to the Chief of Police and then to the Mayor or designated representative.

A personal leave day may not be unreasonably withheld. Having to call in another officer on overtime for replacement is not sufficient reason alone for denial.

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

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

ARTICLE 25

RETIREMENT AND PENSIONS

Section 1.

- (a) Effective July 1, 1993, and subject to sub-section (b) of this section, a police officer shall be entitled to a pension, provided by Public Act 345 at the rate of two and eight-tenths percent (2.8%) for that officer's first twenty-five years

of department service as a police officer. After 25 years of Police Department service the pension factor will be 1.0%.

- (b) The City and the DHPSA agree that at no time in the future shall any reduction in the benefit levels provided in Article 25 of the 1993-1997 Collective Bargaining Agreement be implemented, either through negotiation, mediation, Act 312 interest arbitration, or otherwise, with respect to the following employees who were in the bargaining unit as of July 1, 1993:

J. Webber
R. Massie
G. Gondek
M. Evarian
K. Kapelczak

M. Gust
J. Lazar
D. Grieshaber
G. Tomkiewicz
G. Zulinski

J. Izeluk
J. Blaszczyk
R. Niemczewski
D. LaBenne
G. Dollian

This provision, Section 1(b), shall remain in effect until none of the persons listed above remains employed with the City, and shall not be subject to modification or elimination through negotiation, mediation, Act 312 interest arbitration, or otherwise so long as any of the persons listed above remains employed with the City in the DHPSA bargaining unit. Persons will be removed from the above list as that person leaves the bargaining unit for any reason.

Section 2. (a) Effective July 1, 1982 in accordance with Section 6(f) (MCLA 38.556(f)) average final compensation will be taken from the average of the three (3) years of highest annual compensation received during the ten (10) years of service immediately preceding retirement or leaving service. The provisions of Section 1(b) above shall also apply to this Section 2(a).

(b) For persons entering the DHPSA Unit on and after July 1, 1993, in accordance with Section 6(f) (MCLA 38.556(f)), average final compensation will be taken from the average of the five (5) years of highest annual compensation received during the ten (10) years of compensation received during the ten (10) years of service immediately preceding retirement or leaving service. In the event the Patrol Officer bargaining unit, in the future,

obtains through negotiation, Act 312 arbitration, or otherwise a final average compensation factor which is better than "5 of 10" described hereinabove, Patrol Officers benefiting from the improved Section 6(f) formula will carry that benefit charge forward into the DHPSA bargaining unit. In no event shall a former Patrol Officer entering the DHPSA bargaining unit on or after July 1, 1993 have a final average compensation formula worse than the average of the five (5) years of highest annual compensation received during the ten (10) years of service immediately preceding retirement or leaving service.

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

1st Installment 34%

2nd Installment 34%

3rd Installment 32%

100%

Section 4. Effective July 1, 1997, the employees' Act 345 contribution shall be reduced from six percent (6%) to five and a half percent (5.5%)

Section 5. Effective July 1, 1997, an employee shall have the right to receive a partial or total refund of his or her accumulated contributions (without interest) at the time of the employee's retirement. This refund will not be subject to the distribution provisions of Section 3 of this Article. If an employee makes such an election, the employee's retirement allowance shall be reduced proportionately. The document entitled "Factors to Compute Reduction in Monthly Retirement Allowance Applicable to Withdrawals Made at Retirement" will be attached as Addendum C to this contract. The Factor will be based upon the G83 Male Mortality Table with an interest rate based upon the PBGC Interest rate in effect on July 1 of each year. The parties agree to submit an informational revision

to Addendum C each year, after July 1, based on the new PBGC Interest rate; however, the parties agree that they will not alter their reliance on the G83 Male Mortality Table or the PBCG Interest Rate during the life of this contract.

ARTICLE 26

MISCELLANEOUS PROVISIONS

Section 1. In the event that this Agreement is not resolved prior to the expiration of the fiscal year, then any economic benefits agreed upon when the contract is settled shall be retroactive to the beginning of the fiscal year.

Section 2. If any Article or Section of this Agreement or an appendixes or supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 3. All letters of understanding shall expire with the term of the Agreement during which negotiated unless specifically incorporated into the Agreement.

Section 4. Whenever used in this Agreement the term "Physician" shall mean a medical doctor (M.D.) or doctor of osteopathy (D.O.) and such physician's statement concerning disability shall include:

- (1) patient's illness
- (2) how and why the illness disabled the patient
- (3) the period of expected disability including the start and estimated return to work date.

Section 5. Notwithstanding anything in this Agreement to the contrary, the City may, in its discretion, institute the Public-Safety Officer concept of police and fire service.

ARTICLE 27

RESIDENCY

Section 1. After fifteen (15) years of actual departmental service, without regard to a member's age, a bargaining unit member need not be a resident of the City of Dearborn Heights. It is understood that actual departmental service does not include military time. If Legislation regarding Residency is enacted which would improve this residency provision for any member, such legislation shall immediately supersede the Residency provisions of this agreement.

Section 2. The positions of Deputy Chief and Chief must be filled by residents of the City of Dearborn Heights. Nonresident eligible applicants may write for the position of Deputy Chief provided that if a non-resident applicant is the first-eligible person for promotion, and should such person accept promotion, such person must become a resident within 180 days of appointment.

ARTICLE 28

HOURS

Section 1. The work schedule for employees shall be five (5) eight (8) hour work days for a total of forty (40) hours each week.

Section 2. Employees assigned to work shifts that run consecutively for six (6) work days shall be paid overtime for any days worked thereafter until the employee is off two (2) consecutive days, unless requested by a police officer, then the officer waives any overtime.

Section 3. All shifts shall be eight (8) straight hours.

Section 4. Work Schedules. The work schedule shall be posted at least thirty (30) days in advance of the start of the new schedule where possible. Subject to departmental manpower requirements police officers shall be permitted to voluntarily trade work or leave days.

ARTICLE 29

EDUCATION

Section 1. The City of Dearborn Heights, upon written application, will pay for tuition and textbooks for police officers taking courses offered in a recognized degree awarding Police Administration curriculum subject to the conditions hereinafter set forth and upon completion of a semester where a grade of "C" average or better is maintained in that semester. The police officer must pass the courses with a credit and receipts have to be furnished upon completion in order to be reimbursed. Certificates or diplomas received shall become a part of the Police Officer's Civil Service Personnel Jacket.

- (1) The courses taken must relate directly to police work or be a part of a recognized Police Administration Degree Curriculum.
- (2) Grants or scholarships by the Federal Government, State Government, college or other sources shall be turned over to the City or deducted from the City reimbursement program.
- (3) Employees claiming reimbursement must prove and sign they paid the amount sought reimbursed for either books or tuition.

Section 2. Officers shall not be obligated to seek City reimbursement for tuition or books and may elect to secure an education completely at their own expense. Officers not seeking reimbursement for tuition or books shall not be subject to the provisions of Section 1 above.

ARTICLE 30

PHYSICAL ASSESSMENT

Section 1. The City shall have the option to institute and reinstitute physical assessment programs at City expense during duty time without limitation provided such programs provide confidential medical assessments to bargaining unit members which are not shared with the City by the assessing agency. Examples of such programs include blood pressure screening, weight screening, cholesterol screening, blood chemistry testing

including computerized blood chemistry testing, complete blood counts with differential and platelet count, sedimentation rates, liver functions, urinalysis, full physical examinations, psychiatric screening, EKGs and similar medical tests designed to assist a professional in making life style recommendations to the tested individual.

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

ARTICLE 31

JURY DUTY

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

ARTICLE 32

ADA/FMLA LANGUAGE

Section 1. This contract shall be in compliance with the Americans with Disabilities Act (ADA). Employees covered by this contract shall be entitled to all rights as contained within this contract. The City and Union shall comply with their obligations under the ADA and recognize the need to reasonably accommodate the disabled, as provided for under the ADA. They agree as necessary during the term of this agreement to discuss any specific problems which may arise in complying the ADA.

Section 2. The City and the Union shall comply with the Family Medical Leave Act (FMLA) and the regulations implementing that Act, which are specifically incorporated herein. Employee paid time off such as sick days and personal days will be charged for

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

Section 3. Health insurance coverage will be maintained for the duration of the FMLA leave. Upon their return from FMLA leave, employees will be returned to the same or an equivalent position to that which they occupied when the employee commenced leave in accordance with FMLA regulations. Employees shall also remain entitled to all other benefits to which they are entitled under this agreement.

Section 4. With respect to seniority, no time spent on FMLA leave will jeopardize the position of seniority an employee held when the employee commenced leave.

ARTICLE 33

SAFETY COMMITTEE

Section 1. All accidents which result in bodily injury shall be reported immediately in accordance with the City of Dearborn Heights Safety Procedures Manual.

Section 2. The Union President, or his designee, shall be a member of the City of Dearborn Heights Employee Safety Committee. Such member shall attend all meetings of the Safety Committee as requested by the Human Resource Director.

ARTICLE 34

DURATION

This is the sole Agreement between the parties and shall be binding upon the parties for a period of four (4) years, from July 1, 1997, to June 30, 2001. This Agreement may be mutually amended by the parties, and in such event, an amendment will, unless otherwise specifically so stated, become an integral part of the Agreement and shall remain in full force and effect for the term of this Agreement.

The parties shall commence negotiations on or before April 1, 2001, for a succeeding contract unless by mutual agreement, the parties decide to continue the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 11th
day of September, 1997.

FOR THE DEARBORN HEIGHTS
POLICE SUPERVISORS
ASSOCIATION:

[Handwritten Signature]

FOR THE CITY OF
DEARBORN HEIGHTS

By: *[Handwritten Signature]*
Ruth A. Canfield, Mayor

By: *[Handwritten Signature]*
Helene S. Sheridan, City Clerk

Dated: September 12, 1997

ATTACHMENT "A"
AUTHORIZATION FOR PAYROLL DEDUCTION

PLEASE PRINT

BY: _____, _____, _____
Last Name First Name Middle Initial

TO: **CITY OF DEARBORN HEIGHTS, MICHIGAN**

Effective _____ I hereby authorize you to
(Month, Day, Year)

deduct from my earnings \$ _____ per month or such other amount as Dearborn Heights Police Supervisors Association, hereinafter called DHPSA, may certify as my share of the cost of administration and negotiation of this and succeeding collective bargaining agreements with the City of Dearborn Heights. In consideration of the City of Dearborn Heights providing this deduction service, I agree to hold the City of Dearborn Heights harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of providing this deduction service. I further specifically agree that in the event that a refund of sums deducted under this authorization is due to me for any reason, that in consideration of the City of Dearborn Heights providing this deduction service, to seek such refund from DHPSA. The amounts deducted hereunder shall be paid to the Treasurer of DHPSA at the address provided, and to be provided, by said DHPSA. This authorization shall remain in effect unless terminated by me upon sixty (60) days prior written notice to DHPSA and the City of Dearborn Heights upon termination of Agreement or upon termination of my employment.

Employee's Signature

ATTACHMENT "B"
JULY 1, 1997

**FACTORS TO COMPUTE REDUCTION IN MONTHLY RETIREMENT ALLOWANCE
APPLICABLE TO WITHDRAWALS MADE AT RETIREMENT DURING THE PERIOD
7-1-97 TO 6-30-98**

<u>Age Nearest Birthday At Retirement</u>	<u>Factor</u>
48*	0.00561
49*	0.00569
50	0.00577
51	0.00586
52	0.00595
53	0.00605
54	0.00615
55	0.00626
56	0.00638
57	0.00651
58	0.00665
59	0.00679
60	0.00695
61	0.00713
62	0.00731
63	0.00751
64	0.00772
65	0.00795

* With Age Waiver

Example for employee who retires at age 50 and withdraws \$10,000.00 :

1. Amount Withdrawn	\$10,000
2. Age 50 Factor	0.00577
3. Reduction in Monthly Retirement Allowance	
(1) x (2)	\$57.70

Based upon the G83 Male Mortality Table with
5.25% Interest Based on July 1, 1997 PBGC