

AGREEMENT

BETWEEN

CITY OF DEARBORN HEIGHTS

AND

POLICE OFFICERS ASSOCIATIONS OF MICHIGAN
(Dearborn Heights Communications Officers Association)

Effective July 1, 2009 through June 30, 2013

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ARTICLE I

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 Communications Officers Association (DHDA), hereafter referred to as "POAM, "DHDA", or "Union".

ARTICLE II

PURPOSE AND INTENT

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

ARTICLE III

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 IV

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 V

SEPARABILITY

This agreement is subject to the laws 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 VI

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 VII

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 VIII

AGENCY SHOP

- 8.1: The parties recognize that all employees covered by this Agreement shall pay their fair share of the cost of negotiating and administering the Agreement.
- 8.2: 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 the cost of negotiating and administering this and succeeding agreements.
- 8.3: 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 a written demand that the employee be discharged in accordance with this Article.

ARTICLE IX

CHECK-OFF

- 9.1: 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.
- 9.2: 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.
- 9.3: 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 25637 Michigan Ave.,

Dearborn Heights, MI 48125, by the last day of the month in which the deduction is made.

- 9.4: 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.
- 9.5: 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 X

REPRESENTATION

- 10.1: The DHDA shall be represented in all negotiations by the Executive Board as set forth in the Constitution and By-Laws of the DHDA and such counsel, legal, economic or otherwise, as they shall retain. The City shall negotiate with those representatives and their counsel as herein provided.
- 10.2: 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.
- C. The DHCOA President will not be forced to work while off duty and in the station or any City Building conducting union business, except for an emergency situation.

10.3: The President of the DHDA 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.

10.4: The President and shift steward of the grievant shall act as a grievance committee.

10.5: According to the Constitution and By-Laws of the DHDA, up to four (4) officers of the DHDA shall be afforded time during regular working hours without loss of pay to fulfill their DHDA 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. The President of the DHDA shall be assigned communications duties on platoon two, during which the President will be allowed to handle all DHDA business that will come before the President, and attend all meetings pertaining to the DHDA during said hours without loss of time. DHDA 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 DHDA business if so directed by the Chief of Police or the Mayor.

- 10.6: 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 XI

MANAGEMENT RIGHTS

- 11.1: 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.
- 11.2: 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 circumstances.
- 11.3: The City has the right to schedule overtime work as required and consistent with the provisions set forth in Article XXI.

- 11.4: 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.
- 11.5: 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 XII.
- 11.6: The City reserves the right to discipline or discharge for cause.
- 11.7: The City reserves the right in accordance with Article XXXII, 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.
- 11.8: 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 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.
- 11.9: 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.

- 11.10: 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 XII

PRESENTATION OF GRIEVANCE

- 12.1: 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 DHDA 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.

- 12.2: 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 fifteen (15) 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. Step four - 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.

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

12.4: 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.

- 12.5: 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.
- 12.6: In processing previously filed grievances, the City shall provide relevant information to the Union upon written request specifying the information requested.
- 12.7: Any grievance concerning health and safety shall be entered directly at the second step of the grievance procedure.
- 12.8: Time limits between the various steps may be waived and/or extended by mutual written agreement.

ARTICLE XIII

SPECIAL CONFERENCES

- 13.1: 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 XIV

SUSPENSIONS, DEMOTIONS, AND DISMISSALS

14.1: Discipline for just cause is subject to Article XII, Presentation of Grievance. The parties recognize that discipline in most cases should follow a consistent and progressive format. In imposing discipline on an employee, the employer will not take into account any prior infractions which occurred more than two (2) years previously. After the two (2) year period, record of the infraction shall be removed from the employee's disciplinary file.

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.

14.2: 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.

14.3: 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.

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

- 14.5: Any discipline resulting in time and/or money taken away from a dispatcher shall be subject to Article XII, Section 12.2(D), Arbitration.
- 14.6: Suspension days are viewed as eight (8) hour days, the City shall administer discipline in suspension hours. For example, three (3) days suspension at eight (8) hours will now be reduced to two (2) twelve (12) hour days (with the exception of AWOL hours).

ARTICLE XV

WAIVER CLAUSE

- 15.1: 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 that 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 XVI

SENIORITY

- 16.1: Seniority of a new dispatcher shall be commenced after the dispatcher has completed the probation period of one (1) year and shall be retroactive from the date of hire.

Seniority of a probationary employee whose probation is extended for any reason shall not commence until the completion of the extension and shall then be retroactive from the 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.

16.2: A seniority list shall be furnished to the DHDA by the City annually. Then 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 year's posting.

16.3: 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 XVII

PROBATIONARY PERIOD

17.1: Probationary period shall be twelve (12) months form the date of hire.

ARTICLE XVIII

“SHIFT MENTOR” POSITION

- 18.1: 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-five (25) days of assignment to dispatch and the first twenty (20) days of assignment to call taking.
 - 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 personnel 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. These statements or comments are to be submitted on departmental forms.
 - D. Shift Mentor assignments shall be voluntary. In no case shall an employee be ordered to train another against the employee’s wishes.
- 18.2: 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 of Dearborn Heights.

- 18.3: A Shift Mentor shall be compensated with two and one-quarter (2 ¼) hours of overtime for each shift that the Dispatcher shall act as a Shift Mentor with the understanding that compensation may be taken in compensatory time, in which case the dispatcher will receive three and one half (3 ½) hours of time.

ARTICLE XIX

HOURS OF EMPLOYMENT

- 19.1: The work schedule for employees shall be for a four (4) month duration.
- 19.2: While on the twelve (12) hour shift schedule, dispatchers will be assigned to work a seven (7) out of fourteen (14) day schedule. The additional eight (8) hours per month scheduled will be paid at time and one-half for a total of twelve (12) hours per month and will be added into the employee's compensatory time bank at the rate of six (6) hours per pay period. All other hours in excess of that described above shall be paid under the overtime provisions as described in the contract.
- 19.3: The hours of work shall be divided into two (2) platoons, each platoon having two (2) shifts (Days and Nights)
- A. Day shift is to commence at 0630hrs (6:30am).
 - B. Midnight shift is to commence at 1830hrs (6:30pm).

ARTICLE XX

TRADING TIMES

- 20.1: Subject to departmental personnel requirements and management approval, dispatchers shall be permitted to voluntarily trade work or leave days subject to approval of management, providing that employees scheduled to work must inform the City in writing of any voluntary trade of work days or leave days. The originally scheduled employee shall be responsible for the attendance of the scheduled

dispatchers 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 XXI

OVERTIME AND EQUALIZATION

- 21.1: Overtime shall be paid at the rate of time and one-half for all work performed in excess of an employees scheduled week as outline in Article XIX.
- 21.2: 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. In the event that no dispatchers are available for voluntary overtime and an on-duty dispatcher must be ordered to work, the dispatcher with the least seniority on duty will be held for no more than two (2) hours or no more than fourteen (14) consecutive hours, and the dispatcher with the least amount of overtime hours accumulated on

their card will be forced to come in two (2) hours prior to their shift; if their
on duty the following day.

- 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 shall not be eligible for overtime until the completion of their mentoring program. After this period, the new employee will be credited with the highest number of hours of the equalization group.
 - E. For purposes of equalization, only overtime worked in excess of two (2) hours shall be charged.
 - F. The DHDA 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) hour period except in circumstances as determined by the officer in charge.
 - H. For purposes of forced overtime, a dispatcher on a leave day will be used prior to an on-duty dispatcher.
- 21.3: 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.
- 21.4: For purposes of the twelve (12) hour schedule, dispatchers assigned to work shifts that run consecutive for three (3) days shall be paid overtime for any days worked thereafter until the employee is off two (2) days, unless requested by a dispatcher, then such dispatcher waives the additional overtime.

- 21.5: 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 one hundred fifty six (156) hours compensatory time.

ARTICLE XXII

ADA/FMLA REQUIREMENTS

ADA

- 22.1: 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 to meet as necessary during the term of this agreement to discuss any specific problems which may arise in complying with the ADA.

FMLA

- 22.2: 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.
- 22.3: Unpaid FMLA leave will not be granted until all paid time off to which an employee can be charged for FMLA leave is exhausted.
- 22.4: 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.

- 22.5: 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 XXIII

FUNERAL LEAVE

- 23.1: All Dispatchers shall be entitled to nine (9) calendar 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 grandchildren, step-children and significant other. Definition being, living in the same household without the benefit of marriage and designated as significant other to the human resource department six (6) months prior to the funeral. 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.

- 23.2: A dispatcher shall be entitled to one (1) day to actually attend the funeral service of an aunt or uncle and same shall be charged as a sick day.

ARTICLE XXIV

SHIFT TIMES

- 24.1: Dispatchers shall select their shifts and platoon assignments as follows:
- A. Each calendar year, dispatchers shall select an initial shift (days or nights) and select a platoon (A or B) which shall become effective on a date specified by the City in the month of January.
 - B. The initial shift and platoon selection shall be made on a seniority basis.
 - C. During subsequent shift rotations throughout the year, dispatchers may bid to change shifts on their same platoon schedule based upon their seniority.
 - D. Dispatchers may only switch platoons if there is an opening on the opposite platoon and their seniority prevails over any other dispatcher desiring that same platoon.
- 24.2 Dispatcher shifts shall be of a four (4) month duration, or any length mutually agreed upon by the City and the Union.
- 24.3 The City shall post shift assignments thirty (30) days prior to each shift change.

ARTICLE XXV

DRESS CODE

- 25.1: At the time of hire the City will provide two sets of work clothing. Effective July 1, 2010 and each year after, an upkeep allowance of five hundred (\$500) shall be

provided to each employee on or before June 30th of each year. Pro-rated amounts will be paid for the first year of the employment.

25.2: The uniform described in Section 26.1 shall consist of slacks and shirt with logo identifying the employee as a dispatcher. Uniforms provided shall be the following:

2 – long sleeved shirts

2 – short sleeved shirts

2 – pants

1 – belt

A black sweater bearing the DHCOA uniform patches as well as a turtleneck shirt or long tie may be work at employees expense but is not mandatory.

ARTICLE XXVI

TUITION REIMBURSEMENT

26.1: 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, or pass on a pass/fail course.

- 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.

- 26.2: 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 26.1(A) above.
- 26.3: Employees receiving tuition reimbursement shall, if they leave the City within a year after receiving said payments, reimburse the City for their tuition. Employees will be eligible for tuition reimbursement for classes taken after their probation period is completed.
- 26.4: The Union shall receive copies of a list of training classes available to which the City intends to send a dispatcher.
- The City agrees to post for a minimum of ten (10) days; any training courses or positions. Said postings will be made available to the entire Bargaining Unit.
- The city reserves the right to assign training or positions based on qualifications and staffing needs.

ARTICLE XXVII

DURATION

- 27.1: This Agreement shall be effective the first day of July, 2009 and shall remain in force and effect up to and including the last day of June, 2013.
- 27.2: 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 DHDA to the City.
- 27.3: 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 XXVIII

COURT TIME COMPENSATION

- 28.1: 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.
- 28.2: Court time earned up through and including the twentieth (20th) of each month shall be paid in the first pay period of the following month.
- 28.3: 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.
- 28.4: The dispatcher shall refuse, or surrender to the City, any fees, allowances, and reimbursements paid by the court.

ARTICLE XXIX

SICK, PERSONAL AND VACATION TIME

- 29.1: 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.

- 29.2: 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, injury or a scheduled medical or dental procedure or check up. The City recognizes that sometimes a family member's illness or injury requires the employee's time for the care of a family member. If the time off is for the care of a family member with an illness, sick time may be used for those family members in the following circumstances.
- the care of an eligible family member who is ill or injured
 - accompanying an eligible family member to a scheduled medical or dental procedure or check up
 - attending to an eligible family member who is hospitalized

Medical and Dental Appointments: Employees will need to make appropriate arrangements in advance with their supervisor. Accrued sick time may be used for scheduled medical and dental appointments.

Family Member shall be defined as the following.

Sons & Daughters- Sons and daughters include biological, adopted, or foster children, stepchildren and legal wards under the age of eighteen (18), children older than eighteen (18) are covered if they are unable to care for themselves due to disability.

Spouses- Through statutory or common-law marriage or any persons living within the same household even if not related by blood or marriage.

Parents- Biological, adoptive, step or foster parents.

Each employee in the bargaining unit will be allowed to use twelve (12) sick days per year for the purposes as set forth in this article. These twelve (12) sick days can be used throughout the course of the annual year without penalty or incidence. If the employee uses more than twelve (12) sick days annually, "banked" sick time may be used in conjunction with this article provided the employee supplies the employer with written proof of the illness or injury from a physician for said employee or persons covered in the article. If employees meet these criteria, no "incident" shall be charged to them, nor shall this day be charged against the employee's twelve (12) "allowed" sick days per year, if the employee supplies the employer with prior documentation of one of the above reasons at least five (5) days in advance. The only exception to this rule are emergency situations and contractually approved absences such as bereavement leave, ect. Employees

that fail to comply with the above requirements will be charged with an “incident”. When an employee reaches his or her eleventh (11th) allowed sick day, the employee will receive a conference with the City to allow the City to remind the employee of this policy and its disciplinary implications. Any employee who exceeds the twelve (12) allowed sick days (excluding approved leaves) will be subject to the City’s “no fault” attendance policy explained as follows.

One (1) day	=	One (1) incident
1 st incident	=	Written warning
2 nd and subsequent incident(s)	=	Progressive discipline

When an employee has one (1) absence incident, the employee will receive a conference with the City in which the City will provide the employee an opportunity to explain their absence. The person will be given an opportunity to provide a credible written medical opinion (not a conclusive statement) by a medical doctor or doctor of osteopathy as a medical explanation for such incident. This conference will also allow the City to once again explain this policy and its disciplinary implications in case of continued incidents. At this conference, the City will either enforce or adjust the “no fault” incident policy at the City’s sole discretion.

- D. For purposes of the twelve (12) hour work schedule, a sick day is viewed as a work day.
- E. Full pay for all accumulated sick days to be paid in eight (8) hour increments.

29.3: Vacation time shall accrue according to the following schedule:

After 1 year	56 hours	After 6 years	144 hours
After 2 years	96 hours	After 7 years	152 hours
After 3 years	120 hours	After 8 years	160 hours
After 4 years	128 hours	After 9 years	168 hours
After 5 years	136 hours	After 10 years	184 hours
		After 15 years	+8 additional hours for each year of service, capped at two hundred twenty- four (224) hours.

- 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 and will be answered no less than fifteen (15) days in advance of the desired time. In the event that two (2) dispatchers bid for the same vacation period within twenty-four (24) hours of each other, seniority will prevail.
- B. 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 twenty-four (24) hours notice can be taken at the sole discretion of the shift supervisor.

- 29.4: Each dispatcher shall be entitled to forty-eight (48) hours of personal time 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 December thirty-first 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 circumstance exists.
 - H. Personal time may be taken in four (4) hour increments to encompass the twelve (12) hour schedule. If a dispatcher has less than twelve (12) hours of personal time in his or her bank, a dispatcher may use personal time in conjunction with compensatory time to equal twelve (12) hours if a full personal day is requested.

ARTICLE XXX

HOLIDAY PROVISIONS

30.1: The following days shall be considered Holidays for the purpose of this agreement:

New Year's Day	Labor Day
Employee's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve

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

30.2: Any employee scheduled to work on a Holiday shall be compensated at the overtime rate of time and one-half.

30.3: Upon resignation, retirement or death, Holidays shall be paid prorated to the employee or the employee's estate.

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

30.5: Any employee working an overtime shift on a Holiday shall be compensated at double time.

30.6: Upon termination of employment, a dispatcher with at least one (1) year departmental seniority shall be entitled to receive compensation equal to the number

of holidays having occurred since the preceding January 1st and the date of such termination.

ARTICLE XXXI

INSURANCE BENEFITS

31.1: Upon completion of the employee's first ninety (90) days of work, the City will provide for each dispatcher the health insurance benefit that includes the following.

A. **Medical/Hospitalization Insurance:** The City will offer employees a choice of a PPO and HMO insurance policy. To this extent, the City will offer:

1. Blue Cross Blue Shield Community Blue Plan 2 (PPO) – which includes the following:

- i. \$500-per person per calendar year of wellness and preventative service
- ii. \$100/\$200 annual deductible
- iii. \$20 fixed office co-payments for office visits
- iv. \$50 fixed emergency room co-payments (which is waived if admitted)
- v. \$20 fixed urgent care co-payments
- vi. \$500/\$1,000 out of pocket coinsurance maximums

2. Health Alliance Plan (HAP) (HMO) – which includes the following:

- i. \$100/\$200 annual deductible
- ii. \$10 fixed office co-payments for office visits
- iii. \$50 fixed emergency room co-payments (which is waived if admitted)
- iv. \$20 fixed urgent care co-payments

B. **Prescription Drug Insurance:** Prescription drug co-payments will be \$10 for generic drugs and \$40 for brand name (non-generic) drugs.

1. Prescriptions will be subject to Blue Cross Blue Shield's standard prior authorization, step therapy, and mandatory generic programs.
2. If a prescription is written by the employee's doctor for a 90-supply, employees will be responsible for two co-payments for the month supply.

C. **Healthcare Cost Containment:** Effective on or before February 1, 2011 and each February thereafter, employees will pay 12% of the premium for medical and prescription drug insurance. The premium will differ slightly between plans, and it will also vary depending whether employees have a single, two-person, or family contract. The City will provide an annual update for posting on appropriate bulletin boards summarizing the health care premium increases experienced by the City applicable to the next cost sharing year for each city-sponsored plan and will identify cost sharing obligations required for an employee. Employees will not contribute more

than the following percentage of his or her base pay. Effective on or about February 1, 2011 and each February thereafter, at the employee's option a member shall be allowed to also use accrued vacation time, personal time, compensatory time and/or sick time (if the member's sick time bank is over 150 not to bring the total sick time bank below 150) to pay for any health insurance co-pay as provided this cost is paid for in full. (no partial payments)

1. Single Person Plan 2% cap of his or her base wage
2. Two Person Plan 3% cap of his or her base wage
3. Family Plan 4% cap of his or her base wage

D. **Retiree Healthcare:** Employees who retire under this contract shall receive the healthcare benefits of current active employees as negotiated on an ongoing basis until the retiree or his/her spouse (or dependents) becomes eligible for Medicare benefits.

1. 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.
2. It is understood that eligibility for Medicare shall be first eligibility under then current federal law and the City agrees that upon request it will assist employees or City retirees in applying for Medicare benefits.

3. If such retiree or other person fails to enroll for Medicare, benefits will be paid as though such retiree or other person had enrolled.
 4. At the City's option, retirees who are eligible for Medicare may be enrolled into a Medicare Advantage program or another Medicare complimentary policy. Retirees are responsible for any premiums related to Medicare (including Part B) or any other government sponsored health program affecting retirees.
 5. A retiree's coverage shall not be changed to include any other person being covered under the healthcare plan after that retiree's retirement.
 6. The City will only pay 50% of a healthcare benefit if a person retires with less than 15 years of service.
 7. Cost sharing shall be maintained into retirement.
- E. Opt-Out Stipend: In the event a permanent full-time employee elects to waive coverage under the City's healthcare plan, they shall be compensated at \$2,000 per contract year if the alternative plan is not with the City. In the case of married City employees, whereby both are eligible to receive benefits, the employee who opts out of the insurance will receive \$1,000. City will continue to provide employees who opt-out of the medical and prescription drug insurance with dental and vision coverage.

- F. 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).

31.2: **Dental Insurance:** The City will maintain a dental plan providing the following benefit level:

- A. Class I (preventative) – 100% (\$2,000 annual maximum on Class I, II, and III)
- B. Class II (restorative) – 75% (\$2,000 annual maximum on Class I, II, and III)
- C. Class III (major) – 75% (\$2,000 annual maximum on Class I, II, and III)
- D. Class IV (orthodontics) – 75% (\$3,500 lifetime maximum)

31.3 **Vision Insurance:** The City will maintain a vision insurance plan that is or equivalent to Blue Vision (12/12/12) – VSP. This benefit level includes: one eye exam per year, one pair of contact lenses per year, and one pair of glasses per year.

31.4: **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 Fifty Thousand Dollars (\$50,000) with a double indemnity provision for accidental death.
 - 1. The City shall also pay life insurance for all retired employees in the amount of Ten Thousand Dollars (\$10,000).
- 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.

31.5: 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 herein. Short-term Disability Insurance: The City shall procure and maintain at its own expense an insurance policy providing for each employee for non-duty sickness or accidents, weekly benefits for twenty-six (26) weeks. The weekly short-term disability (STD) benefit level shall be 60% of the employee's weekly base salary (up to \$500 per week maximum). STD may only be used when an employee has a continuous, incapacitating serious health condition as certified by a physician. STD cannot be used for an intermittent leave or to care for a family member. Benefits begin on the 8th day of non-occupational injury or sicknesses after accumulated sick time and PTO has been exhausted. Medical leaves resulting from an employee's pregnancy shall entitle employees to paid leave for up to six (6) weeks in the case of a normal delivery, and up to eight (8) weeks for a Caesarean Section, or the length of time determined to be medically necessary as certified by the employee's physician. An employee is not eligible for holidays which may occur while he/she is receiving short-term disability payments. Additional sick leave and paid time off are not accrued during periods of short-term disability.

31.6 All insurance benefits contained in this Article shall take effect on April 1, 2011.

ARTICLE XXXII

LAYOFFS, RECALLS AND LEAVE OF ABSENCE

- 32.1 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 a 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 employee's current address. If the employee fails to report within thirty (30) days of receiving the 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.
- 32.2: A dispatcher may be entitled to a leave of absence for specified purposes and period of time without loss of seniority.
- A. Leaves may 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 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 disable 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 may 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 XXXIII

OTHER AGREEMENTS

33.1: 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.

33.2: 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.

33.3: Minimum Personnel:

The parties agree that every effort should be made to fully staff the call taker position, fire dispatch/LEIN and police dispatch on every shift by dispatchers. In no case shall a dispatcher be required to cover two (2) positions simultaneously under emergency circumstances.

33.4: Ride-along Policy:

The City shall allow each dispatcher two (2) opportunities each calendar year at the dispatcher's option to ride along with a police supervisor for the purpose of training and ongoing familiarization as determined by the City. Ride-alongs will be limited to two (2) eight-hour opportunities each calendar year. A dispatcher will not be allowed to carry over ride-along opportunities into the next calendar year. At no time shall a dispatcher be ordered to participate in this opportunity. Ride-alongs shall be scheduled by mutual agreement of the dispatcher and the appropriate shift supervisor.

33.5: Dispatch Training:

All dispatchers will maintain certification in EMD or CPR. Also, the City shall make every effort to ensure the continuing training of the communications bureau personnel.

A. Scheduled training for dispatches shall be as follows:

- i. Training scheduled eight (8) hours or more shall be considered a full work day.
- ii. Training scheduled less than eight (8) hours the dispatcher will be required to return to normal duties upon return to the station.

ARTICLE XXXIV

WAGES

34.1: Dispatcher's wages shall be as follows.

Hire	30,515.40
After 1 year	34,129.06
After 2 years	36,136.66
After 3 years	38,144.25
After 4 years	40,151.84

Annual increases to the base wage of dispatchers at the maximum rate of pay shall be increased by the following percentages.

July 1, 2009	0%
July 1, 2010	0%
July 1, 2011	0%
July 1, 2012	To Be Negotiated

The City of Dearborn Heights agrees to pay bargaining unit members with six (6) or more years of service a two percent (2%) annual bonus for serving as a Senior Dispatcher.

34.2: The anniversary date for computing wages shall be the employee's hire date.

34.3: A longevity benefit shall be paid to a dispatcher based on the dispatcher's years of service on or before December 31st of each year at the following rates:

After 5 years of service	\$550.00
After 8 years of service	\$700.00
After 10 years of service	\$850.00
After 12 years of service	\$1,000.00
After 15 years of service	\$1,100.00

A dispatcher's longevity benefit shall be prorated for the time of service after five (5) years in the event that the employee resigns or is terminated before December 31st.

Effective January 1, 2008, no employee hired into the bargaining unit after January 1, 2008 shall be eligible to receive a longevity benefit.

34.4: Shift Differentials:

Any dispatcher working the midnight shift shall receive an additional thirty cents (\$0.30) per hour above the employee's base rate of pay.

Employees who are regularly assigned on the midnight shift shall be paid the premium rate for such shift when off on vacation, sick leave, personal business, or any other paid leave. However, employees who are on sick leave for more than fifteen (15) consecutive calendar days shall no longer be paid the premium rate for such leave, unless such time is sick in the line of duty.

ARTICLE XXXV

PENSION

- 35.1: A dispatcher shall be provided with a pension as outlined in the General Government Pension Ordinance with the following exceptions/additions.
- A. Effective July 1, 2012, the normal retirement age will be fifty-five (55) years of age and twenty-five (25) years of service.
 - B. A dispatcher who retires on or after July 1, 2012, with vested pension benefits, will have a pension benefit with the computation factor of two and one-half percent (2.5%) per year of service up to seventy five percent (75%). Upon reaching thirty of service, a dispatcher will receive an additional five percent (5%) bonus to be added to his or her pension benefit to be a maximum of eighty percent (80%).
 - C. Effective on July 1, 2012, for all dispatchers with twenty five (25) or more years of service who have not yet reached the age of fifty five (55), the surviving spouse benefit will be sixty percent (60%) of the members pension with the rate reduction to be calculated at one-half percent (0.5%) per month between the members age and age fifty five (55). For all dispatchers with fifteen (15) or more years of service who are fifty (50) years of age or older, the surviving spouse health care benefit will be the normal retirement benefit.
 - D. Effective on July 1, 2012, For all dispatchers with twenty five (25) or more years of service who have not yet reached the age of fifty five (55), voluntary retirement will be offered with a rate reduction of one-half percent (0.5%) per month between the members age and age fifty five (55). This provision will not be offered to dispatchers who are terminated with cause.

Dispatchers who are terminated with cause will have retirement benefits offered to them as stated in the Ordinance and will receive a rate reduction of one-half (0.5%) per month between the members' age and age sixty two (62).

ARTICLE XXXVI

LUNCH AND BREAKS

- 36.1: A dispatcher shall be entitled to a lunch and breaks, workload permitting.
- A. When staffing exceeds minimum number, a dispatcher may take their lunch period away from the work sight. However, it is understood that travel time is included in the allotted lunch period time.

ARTICLE XXXVII

JURY DUTY

- 37.1: An employee who is called to and reports for jury duty shall have that jury duty recognized as their work day and shall be paid at the employee's straight time hourly rate, as though the 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 XXXVIII

PART-TIME EMPLOYEES

- 38.1: 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 twenty (20) hours per week.
- 38.2: 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.
- 38.3: Leave work shall continue to be assigned in accordance with Article XXII of this contract. Part-time employees may be used before ordered work is assigned.
- 38.4: Vacancies in the full-time classification will be filled whenever such vacancies occur with preference given to part-time employees.
- 38.5: Part-time employees shall be trained and certified in a manner identical to that of those in the full-time classification.
- 38.6: The City reserves the right to withdraw the part-time program entirely at its sole discretion without recourse by the Union.

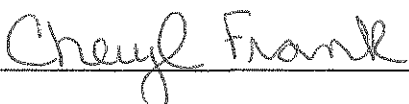
ARTICLE XXXIX

SIGNATURE PAGE


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
23 day of March, 2011.

DEARBORN HEIGHTS
COMMUNICATION OFFICERS
ASSOCIATION

CITY OF DEARBORN HEIGHTS



Cheryl Frank, President



Daniel S. Paletko, Mayor

POLICE OFFICERS ASSOCIATION
OF MICHIGAN



Wayne Beerbower, Business Agent



Judy Dudzinski, City Clerk

ADDENDUM A

PAYROLL DEDUCTION AUTHORIZATION FORM

BY: _____

Last

First

Initial

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 DHDA, 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 me for any reason, that in consideration of the City of Dearborn Heights providing this deduction service, to seek such refund from the DHDA.

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

Employee's signature

Amendment to Contract

This agreement is between the **CITY OF DEARBORN HEIGHTS** (hereafter referred to as "City") and the **DEARBORN HEIGHTS COMMUNICATION OFFICERS** (hereafter referred to as "Union"). This agreement sets forth the terms and conditions of wages, hours and working conditions applicable to the Union.

1. **Overtime and Equalization**
Amendment to Article 21, Section 2, Subsection E

The City and the Union agree that for purposes of equalization, only overtime hours worked two (2) hours or more will be charged.

2. **ADA/FMLA**
Amendment to Article 22, Section 3

The City and the Union agree that unpaid FMLA leave will not be granted until all paid time off to which an employee can be charged for FMLA leave is exhausted, with the exception of earned vacation time which will not be charged for FMLA leave.

3. **Dress Code**
Amendment to Article 25, Section 1

The City and the Union agree that effective July 1, 2009 and each year thereafter, an upkeep allowance of five hundred dollars (\$500) shall be provided to each employee on or before June 30th of each year. Pro-rated amounts will be paid for the first year of the employment.

4. **Sick, Personal and Vacation Time**
Amendment to Article 29, Section 2, Subsection E (New)

The City and the Union agree that a sick day under the twelve (12) hour work schedule is viewed as a workday.

5. **Wages**
Amendment to Article 34, Section 1

The City and the Union agree that dispatchers with five (5) or more years of service shall receive an additional one percent (1%) wage increase for serving as a senior dispatcher. The City and the Union agree that dispatchers with six (6) or more years of service shall receive an additional one percent (1%) wage increase for servings as a senior dispatcher.

For the City

Daniel S. Paletko

Daniel S. Paletko
Mayor

5-12-11

Date

For the Union

Cheryl Frank

5-12-11

Date

Walter J. Prusiewicz

Walter Prusiewicz
Clerk

5-12-11

Date