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ARBITRATOR

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STATE OF MICHIGAN
DEPARTMENT OF COMMERCE AND INDUSTRY SERVICES
EMPLOYMENT RELATIONS COMMISSION
STATUTORY INTEREST ARBITRATION TRIBUNAL

In the Matter of the Arbitration
Pursuant to Act 312 (Public Acts of 1969):

CITY OF CENTER LINE, MICHIGAN

Case No. D98 D-0702

-and-

POLICE OFFICERS' ASSOCIATION OF MICHIGAN
(CENTER LINE POLICE OFFICERS' ASSOCIATION)

ARBITRATOR'S OPINION AND AWARD

I. STATEMENT OF THE CASE

The labor organization, Police Officers' Association of Michigan (POAM), filed a petition for arbitration pursuant to Act 312, P.A. of 1969 as amended (M.C.L.A. 423 231, et seq.). The union asserted in its petition dated May 28, 1999, that it had engaged in good faith bargaining with the Employer, the City of Center Line, Michigan, on behalf of the City police officers and an impasse in negotiations had been reached. The Michigan Employment Relations Commission (M.E.R.C.) appointed Stanley T. Dobry as the impartial Arbitrator and Chairperson of the Arbitration Panel in this matter by letter dated July 7, 1999.

II. ISSUES BEFORE THE ARBITRATION PANEL

The hearing was held at the Center Line City Hall on October 28, 1999. Additional conferences and correspondence have been exchanged thereafter. The panel has

carefully and fully reviewed the record, in light of the statutory criteria indicated hereafter.

The panel has carefully and completely reviewed all of the evidence proffered by the parties.

The Arbitration Panel has determined that, for purposes of this proceeding, each of the disputed issues is economic. The Arbitration Panel, thus, must issue an award based upon the applicable factors in the Judgment of the Panel, prescribed in Section 9 of the Act.

III. THE STANDARDS FOR THE PANEL'S DECISION

In pertinent part, Section 9 of Act 312 sets forth the following factors upon which the Panel's decision must rest:

[T]he arbitration panel shall [emphasis added] base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration

proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(I) In public employment in comparable communities.

(II) In private employment in comparable communities.

(e) The average consumer prices for foods and services, commonly known as the cost of living.

(f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining,

mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

IV. COMPARABLES

A. External Comparables

Without belaboring the point, the parties proffered lists of comparables, which were substantially identical. The commonality suggests, at least partially, a consensus.

Additionally, the arbitrator must take into account internal comparables. This bargaining unit does not exist in a vacuum. The employer has other employees, and their settlements are of considerable import.

In this proceeding all of the foregoing factors have been given due weight.

It is their chairman's considered opinion that resolutions in Act 312 proceedings should reflect results which plausibly could have come from a collective bargaining negotiation.

In that regard, it is especially important to remember that awards in Act 312 should ordinarily be evolutionary, not revolutionary. Their roots ought to be squarely planted in the collective bargaining relationship, and fundamental changes are not to be easily made.

Therefore, a majority of the Panel has concurred on all of the issues indicated hereafter.

VI. AWARDS ON THE UNRESOLVED ISSUES.

Based upon all of the evidence, testimony and arguments presented by the parties, and in light of all of the applicable statutory criteria, a majority of the Arbitration Panel has determined that the following awards should be adopted.

The City and Union delegates, as panel members sign this overall award with the express caveat that they remain steadfast in their respective dissent or concurrence on the individual issues. Their signature simply indicates their recognition that a majority of the Arbitration Panel supports each award on the separate issues.

The award is in the form a a complete collective bargaining agreement, which follows:

AGREEMENT

BETWEEN

THE CITY OF CENTER LINE

AND

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective July 1, 1998 through June 30, 2001

This Agreement is entered into this _____ day of _____, 2000, by and between the CITY OF CENTER LINE, MICHIGAN, hereinafter referred to as the Employer, and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the Union.

ARTICLE I
INTENT

1.1: The parties hereto agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rates of pay, operating conditions and means of adjustment of any and all disputes which may arise between the parties hereto.

PURPOSE

The general purpose of this Agreement is to stabilize relations between the Employer and Employees so as to provide to the fullest extent possible departmental services to promote the health and welfare of the general public in the City.

ARTICLE II
RECOGNITION

2.1: Pursuant to the Public Employment Relations Act (Act 336 of P.A. of 1947, as amended), the Employer hereby recognizes the Union during the entire term of this Agreement as the sole and exclusive collective bargaining agent on behalf of all its Employees in the appropriate unit set forth below with respect to wages, hours and other terms and conditions of employment. The Employer further agrees that it will not recognize, deal with or enter into contractual relations, either written or oral, with any labor organization, agency, committee or group in regard to wages, hours or other terms and conditions of employment in behalf of any of its Employees coming within the meaning of this Agreement at any time during the terms of this Agreement, provided, that any individual Employee at any time may present grievances to the Employer and have said grievances adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided, that the Union has been given opportunity to be present at such adjustment.

The appropriate unit is: All regular full-time Public Safety Officers employed by the City of Center Line Public Safety Department holding classifications of Public Safety Officer or

Public Safety Corporal; and all regular full-time Clerk-Typists/Dispatchers performing dispatch and emergency telephone operator duties in the City of Center Line Public Safety Department; Excluding all executives, sergeants, lieutenants, confidential employees, and all other employees.

Throughout this Agreement, the term Employees means all persons in the above-described bargaining unit; the term Officers means only those persons in the above-described bargaining unit holding the classifications of Public Safety Officer or Public Safety Corporal; and the term Dispatchers means only those persons in the above-described bargaining unit holding the classification of Clerk-Typist who perform dispatch and emergency telephone operator duties.

ARTICLE III INTEGRATION OF PUBLIC SAFETY OFFICERS

The union hereby acknowledges that the Employer has, by Ordinance No. 257, created a Department of Public Safety which combines the Police and Fire Departments under the supervision of the Director of Public Safety. This department provides both police and fire protection services which are performed by Public Safety Officers and corporals who are the rank and file of the Public Safety Department.

ARTICLE IV UNION SECURITY

4.1: All present Employees of the Employer covered by this Agreement who are members of the Union shall remain members of the Union in good standing for the duration of this Agreement.

ARTICLE V UNION DUES

5.1: A. Employees may pay membership dues directly to the Union.

B. The Employer agrees to make monthly collection of Union Dues and initiation fees (not including fines or assessments) for any Employee submitting a signed payroll deduction authorization (in the form set forth in subparagraph H below) to the Employer and to pay over to the Union the total amount thus deducted for all such Employees.

C. When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the first pay of the month and each month thereafter.

D. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible after the tenth (10th) day of the following month. The Employer shall furnish the designated financial officer of the Union monthly with a list of those for whom the Union has submitted signed Authorization for Check-off Dues forms but for whom no deductions have been made.

E. Termination of Check-off. An Employee shall cease to be subject to check-off deductions beginning with the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place. Any Employee may voluntarily cancel or revoke the Authorization for Check-off deduction upon written notice to the Employer and the Union within thirty (30) days prior to the expiration of this Agreement.

F. Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article 4 of this Agreement.

G. List of members Paying Dues Directly. The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying directly to the Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.

H. Form of Authorization.

POLICE OFFICERS ASSOCIATION OF MICHIGAN

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____ (name)

Classifica-
tion _____

To: City of Center Line, Michigan.

Effective _____, 19____, I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues and initiation fees as certified by the Union. The amount deducted shall be paid to the Union. This authorization shall remain in effect unless terminated by me by written notice to the Union and Employer as set forth in the Agreement.

(Name)

(Address)

ARTICLE VI
STEWARD AND ALTERNATE STEWARD

6.1: Employees shall be represented by a Chief Steward and two other Stewards who shall be regular Employees and working in the department.

6.2: The Union will immediately notify the Employer in writing of the names of its Chief Steward and Stewards and any change of personnel in those positions.

6.3: The Stewards, during their working hours, without loss of time or pay may, in accordance with the terms of this section, investigate and present grievances to the Employer upon having received permission from their Supervisor. The Supervisor will grant permission provided that the Steward's absence will not interfere with the work of the department. The privilege of stewards leaving during their work hours without loss of time or pay is subject to the understanding that the time will be devoted

to the proper handling of grievances and will not be abused and Stewards will perform their regularly assigned work at all times except as provided herein. Any alleged abuse by either party will be proper subject for a Special Conference, (as defined in Article XI).

ARTICLE VII
GRIEVANCES

7.1: In the event of a dispute, difference or disagreement between the Employees' Union and the Employer regarding the interpretation or application of this Agreement, the following procedure shall be utilized to adjust the matter.

A. STEP ONE. When an Employee feels that he/she is aggrieved, he/she shall, within five (5) working days after the act or incident complained of, present his/her grievance orally to the Director. The steward may be present at this step if so requested by the Employee.

B. STEP TWO. If the Employee and the Director are unable to adjust the grievance, it shall be reduced to writing setting forth the facts necessary to an understanding of the issues involved, signed by the Employee or his/her representative and submitted by the Steward to the Director for resolution.

C. STEP THREE. If the grievance still cannot be satisfactorily adjusted in Step Two, it shall be submitted to the City Manager who will endeavor to resolve the matter with the Union's Chief Steward and Field Representative.

At this step of the Grievance Procedure, an informational copy of the grievance and Step Two answer may be submitted to the Mayor and City Council by the Union.

D. STEP FOUR. In the event the grievance shall not have been satisfactorily settled in the three preceding steps, either party within seven (7) working days after the date of the conclusion of Step Three above may, by letter to the Federal Mediation and Conciliation Service, submit the matter to said service for arbitration and an earnest effort shall be made by both parties to expedite arbitration. The cost of arbitration shall be shared equally between the Employer and the Union.

ARTICLE VIII
GRIEVANCE PROCEDURE

TIME OF ANSWERS AND APPEALS

8.1: The Employer will answer in writing any grievance presented to it in writing by the Union within five (5) working days from the date of the meeting at which the grievance was discussed.

8.2: Any grievance not appealed from an answer at one step of the grievance procedure to the next step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

8.3: A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be canceled. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE IX
VISITS BY UNION REPRESENTATIVES

9.1: The business representative of the Union shall have reasonable access to the Employer's premises where Unit Employees work for the purpose of adjusting grievances and representing members of the Union at any time during working hours providing that contact is first made with the Department Head and that the visit does not interrupt the normal work of the department.

ARTICLE X
DISCIPLINE AND DISCHARGE

10.1: Discipline. Disciplinary action or measures shall include only the following: Oral reprimand, written reprimand, suspension, demotion or discharge and may only be for just cause.

10.2: Discharge. Employees shall be discharged or disciplined only for just cause. The Employer, wherever possible, shall give the Steward notice prior to suspension.

10.3: Notice of Charges. Notice of charges shall be prepared under the direction of the Public Safety Director. They shall be based on the charges which have been preferred against the Employee and shall cite the specifications of the offense of which the Employee has been accused. Charges shall be brought in a timely manner without undue delay following the event, or the

completion of the investigation regarding the matter, which gives rise to the charges. Employees may be relieved of duty with pay or may be suspended without pay, depending on the circumstances. In cases of suspensions, the City shall continue to provide the insurance benefits called for by this Agreement.

ARTICLE XI
SPECIAL CONFERENCES

11.1: Special conferences for important matters will be arranged between the Unit representative and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance 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 special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Police Officers Association of Michigan.

ARTICLE XII
COMPUTATION OF BACK WAGES

12.1: All claims for back wages shall be limited to the regular straight-time earnings the Employee would have earned less any unemployment compensation benefits during the period in question and less any earnings from any other source during the period in question, except previously approved second job earnings.

ARTICLE XIV
SENIORITY

13.1: All new Employees covered by this Agreement shall be regarded as probationary Employees for the first twelve (12) months of their employment. In individual cases, the Employer and the Union may mutually agree to extend this provision for an additional sixty (60) days. In the case of extended probation, the Employee's pay increase will not be granted. At such time as the extended probation period is successfully completed, the Employee's pay increase will be considered retroactive to the beginning of the extension period. Upon completion of the probationary period, the Employee will be granted seniority ranking from the date of hire. Until given seniority ranking, an Employee shall be subject to layoff, discipline or discharge at

the sole discretion of the Employer and without recourse to the grievance procedure.

13.2: The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement except discharged and disciplined Employees for other than Union activity.

13.3: Seniority shall be on a departmental basis in accordance with the Employee's last date of hire.

ARTICLE XIV
SENIORITY LISTS

14.1: Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.

14.2: The seniority list on the date of this Agreement will show the names and job titles of all Employees of the Unit entitled to seniority.

14.3: The Employer will keep the seniority list up to date at all times and will provide the Union representative with up to date copies upon request of the Union.

ARTICLE XV
LOSS OF SENIORITY

15.1: An Employee's seniority will continue until he/she (a) quits, (b) is discharged, (c) is absent without notice or excuse acceptable to the Employer for three (3) or more working days, (d) fails to report for work within seven (7) days after date of mailing written notification to return to work to the Employee's last known address or upon the termination of a leave of absence unless such time is extended by the Employer. In proper cases, exception may be made by the Employer.

ARTICLE XVI
LAYOFF DEFINED

16.1: The word Layoff means a reduction in the working force.

16.2: Layoffs of bargaining unit Employees shall be made by classification in the inverse order of seniority. Employees may bump less senior bargaining unit Employees in lower-paid classifications provided they are qualified and can competently perform the required work, in which event they shall receive the pay rate

of the lower classification into which they bump. Employees in this bargaining unit may not be bumped by Employees from another bargaining unit.

16.3: The Employer will, whenever possible, give at least seven (7) days notice prior to layoff to the Employees affected together with a list of names of said Employees to the Union.

ARTICLE XVII
RECALL PROCEDURE

17.1: When an increase in force is necessary, Employees previously laid off will be recalled in the order of seniority. Employees so recalled shall be given seven (7) calendar days in which to report to work or make other suitable arrangements with their immediate Supervisor.

ARTICLE XVIII
TRANSFERS

18.1: Transfer of Employees.
If an Employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, he shall have the accumulated seniority while working in the position to which he was transferred and shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

ARTICLE XIX
PROMOTIONS

19.1: The City has the authority to create the position of Corporal which organizationally, shall be directly below the position of sergeant in rank and authority.

Corporals shall be compensated at a rate of pay 7-1/2% above the highest rate of Public Safety Officer.

Corporals shall act as shift supervisor in the absence of the shift sergeant, as department Field Training Officer, and other duties as assigned by the Director of Public Safety.

Promotions to the position of Corporal in the Public Safety Department shall be competitive and filled by officers who have completed at least four years in law enforcement, two of which must be with the City of Center Lines Public Safety Department. At the discretion of the Director of Public Safety,

an associate degree in any discipline at an accredited college
may be substituted for two years of law enforcement experience.

Tests will be administered and scores given according

to the following:

A. Oral Boards shall be conducted in accordance with established policy.

B. Scores shall be given according to the following percentages:

Written Test	40%
Oral Interview	30%
Performance Rating	<u>30%</u>
	100%

Applicants will be appointed in rank order of their total cumulative score, beginning with the highest cumulative score. The first three Corporal positions shall be filled as soon as possible within six (6) months from date of execution of this agreement.

Promotions to the position of Sergeant in the Public Safety Department shall be competitive and filled by any Corporal or a Public Safety Officer who has completed at least ten (10) years with the Center Line Department of Public Safety.

When determined by the City, tests will be administered and scores will be given according to the following:

A. Oral Boards shall be conducted in accordance with established policy.

B. Scores shall be given according to the following percentages:

Written Test	50%
Oral Interview	35%
Performance Rating	<u>15%</u>
	100%

Applicants will be appointed in rank order of their total cumulative score, beginning with the highest cumulative score.

Both such eligibility lists will be established based on the total scores and will remain in effect for a period of one

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SIGNATURE COPY

year, as certified by the Director of Public Safety. The current eligibility list for sergeant dated 8/98 will remain in effect for the full two years, expiring in August, 2000.

ARTICLE XX
VETERANS

20.1: The Employer will comply with the applicable provisions of the Universal Military Training and Selective service Act, as amended.

ARTICLE XXI
VETERANS LAW

21.1: Except as herein before provided the re-employment rights of Employees and probationary Employees will be limited by applicable laws and regulations. Employees who are in the Armed Forces Reserve or the National Guard may use accrued vacation time if required to attend Summer training, if the Employee wishes to be paid for such time, (pursuant to the Universal Military Training and Selective Service Act).

ARTICLE XXII
LEAVE OF ABSENCE

22.1: If an Employee desires an unpaid leave of absence:

A. For less than seven (7) calendar days, the Employee will make the request to the Director of Public Safety. Said request may be granted by the Director of Public Safety with confirmation by the City Manager.

B. For seven (7) calendar days or more, the Employee will submit a written request two (2) weeks prior to the commencement of the proposed leave and upon written permission from the City Manager, a leave of absence for a period of not more than thirty (30) calendar days may be granted an employee.

C. The City will grant leave of absence for Union activity to two (2) persons to attend the Annual Union Conference, if a thirty (30) day notice is given to the City.

ARTICLE XXIII
SICK LEAVE

23.1: Whenever an Employee is unable to report to work due to illness or non-job related injury or recurrence thereof, the necessary time off will be granted on request to the Director of Public Safety. Employees will be eligible to collect compensation for sick leave after one (1) year of service. The

Department Head may require medical verification to justify use of sick leave in cases of three (3) or more consecutive days of sick leave, or after six (6) instances of sick leave in a fiscal year, or when an Employee's pattern of sick leave usage indicates abuse of sick leave. The foregoing provision shall neither restrict nor enlarge upon the provisions of the Job Incurred Injury Policy as it relates to Workers' Compensation Benefits and/or the Retirement System established pursuant to Act 345 of Public Acts of 1945 relative to total and permanent disability provided for therein.

23.2: For those employees hired prior to October 1, 1992, such sick leave in each case of illness or non-job related injury or recurrence thereof shall be limited to a maximum of six (6) months of sick leave absence. Employees hired after October 1, 1992, shall be limited to a maximum of one (1) month for each full year of service completed by the employee at the time of commencement of a sick leave absence, to a maximum of six (6) months for employees with six (6) or more full years of service. Full pay and benefits shall be continued during the sick leave absence for the period of time earned according to years of service.

23.3: When sick leave benefits, as defined in subsection (b), are exhausted, an Employee status change occurs wherein the Employee becomes inactive. An inactive Employee may request up to six (6) months additional unpaid medical leave of absence by written request to the City Manager. If such request for leave of absence includes a written recommendation from the Employee's physician; and if requested by the City Manager, said recommendation may be confirmed by the City's physician; and if said recommendation indicates a date certain of the Employee's return to active status, the Employee's fringe benefits will be continued but limited to the following: Hospitalization Insurance, Dental Insurance, Optical Insurance, full Life Insurance. The Employee's status will remain inactive until such time as the Employee's physician and the City's physician agree on a date certain for return to full duty status or the expiration of six (6) months, whichever comes first. Employees unable to return to active duty status, whose unpaid medical leave of absence has expired, shall be considered to have their employment terminated.

23.4: After the maximum of six (6) months of sick leave absence or a combination of sick leave absence and unpaid medical leave totaling six (6) months, the Employee will be placed on Long Term Disability.

23.5: Employees who have a cause of action for personal injury and settle out of court are obligated to return to the

City of Center Line that amount of money the City paid towards their wages during their length of illness or injury and the City is subrogated to the rights of the Employee.

ARTICLE XXIV
FAMILY MEDICAL LEAVE

24.1: The provisions of the Federal Family Medical Leave Act shall be adhered to, and shall be administered on a fiscal year basis. Eligible employees shall be required to utilize any available paid time such as vacations or floating holidays.

ARTICLE XXV
JOB INCURRED INJURY

25.1: A member of this Unit who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the City, which bodily injury totally incapacitates such Employee from performing any available City employment shall be entitled to disability compensation upon the following basis and subject to the following provisions:

A. The Employee must be eligible for and receive Workers' Compensation on account of such bodily injury.

B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.

C. Any Employee suffering an injury within the meaning and definition of the paragraph shall immediately submit to examination and treatment by a physician selected by the Employer who shall submit a report in writing relating to such injury with his Department Head on the day such injury occurs. If the Employee is physically unable to do so because of the nature of such injury, then the physician's report in relation to such injury shall be filed with such Department Head within one (1) week from the date of injury. The report shall be made upon the form furnished by the City of Center Line and when received by the Department Head shall be transmitted forthwith to the Office of the City Manager.

D. The Employee shall furnish a medical certificate as to the injury and periodic medical progress reports when requested to do so by the City Manager who shall administer this policy.

E. The Employee so incapacitated shall be continued on the City payroll during the period of payments hereinafter set forth.

F. Disability compensation shall be made to such City Employee in the following manner and upon the following basis: The compensation received by such Employee under the Workers' Compensation Act shall be supplemented by payment from the Employer of that amount of money necessary to equal his regular salary for a period not to exceed six (6) months.

G. Whenever an Employee has a compensable injury under the Workers' Compensation Act, the Employee is obligated to return to the City of Center Line that amount of money the City paid towards his wages during his length of injury while receiving Workers' Compensation Benefits.

H. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Retirement System established pursuant to Act 345 of the Public Acts of 1937 relative to total and permanent disability provided for therein.

ARTICLE XXVI
LIABILITY PROTECTION

26.1: The Employer shall provide protection against loss by reason of liability imposed by law upon the Employee by reason of any false arrest, detention or imprisonment or malicious prosecution.

ARTICLE XXVII
BEREAVEMENT LEAVE

27.1: Three (3) days off with pay when death occurs to the husband, wife, mother, father, or children.

27.2: Two (2) days off with pay when death occurs to mother-in-law, father-in-law, grandchildren, brother or sister.

27.3: One (1) day off with pay when death occurs to the grandparents, uncles, or aunts of the Employee or the Employee's spouse.

27.4: Additional time off over and above the amounts specified in 1, 2 and 3, above, or for attendance at funerals of persons not listed in 1, 2 or 3, above, may be allowed upon request to the Department Head and approved by the City Manager.

ARTICLE XXVIII

PERSONAL BUSINESS DAYS

28.1: It is recognized that occasionally a situation may arise wherein an Employee may be compelled to attend, appear or be present at some function which would require an absence from regular working hours during a normal day. Upon permission from the Director of Public Safety for a reasonable cause, the Employee may be granted the necessary time off.

ARTICLE XXIX
SUPERVISORS

29.1: In the event it is considered necessary by the Employer, any Employee in the supervisory force may perform any work in any job classification covered by this Agreement when an Employee is not displaced and loses no normal or overtime pay.

ARTICLE XXX
HOURS OF WORK

30.1:

A. Regular hours of Officers: The regular hours of work each day of Officers shall be consecutive except that they will be interrupted by a lunch period.

B. The normal work day for each Officer shall be eight (8) consecutive hours in a twenty-four (24) hour period beginning at the start of an officer's shift, except at shift change.

C. Work shift: All Employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting time. Two positions of Public Safety officer on the midnight shift, three positions of PSO on each of the other two shifts, and one position of Clerk/Dispatcher on each shift shall be selected annually on a seniority basis. The balance of the available positions shall be assigned by the Director of Public Safety. Corporals shall separately pick their shifts annually by seniority.

D. Work schedule: Work schedules showing the Employees shifts, work days and hours shall be available one (1) month in advance and posted in the department's schedule book.

E. Call-in time: Whenever off-duty Employees are called into service, a minimum of two (2) hours compensation at the rate of time and one-half (1-1/2) the employees normal rate of pay shall be paid as call-in time. The two (2) hour minimum allowance shall be considered compensation

for the first two (2) hours extra work performed. Any time worked in conjunction with an employees regular shift shall not be subject to the minimum.

F. The regular hours of work of Dispatchers will be scheduled by the Director of Public Safety, and will be forty (40) hours per week.

30.2: A. Within one year of ratification of this agreement, the parties will explore alternatives to the normal five day work week. Only if a mutually agreeable alternative is found, the parties may implement such alternatives.

B. A management/Union committee shall be created to review, explore and devise an alternative to the five day work week, under the concept of twelve hour work days.

C. It is further understood that certain articles or sections of this agreement would be altered to accomplish this goal.

ARTICLE XXXI
PREMIUM PAY

31.1: Premium pay, at the rate of one and one-half times the regular rate, shall be paid for all time worked beyond regularly scheduled hours.

ARTICLE XXXII
HOLIDAYS

32.1: Public Safety Officers and Corporals shall receive their regular rate of pay for thirteen (13) holidays to be paid in one lump sum in the last paycheck in November of each year. In lieu of said payment, Employees may elect to apply the entire thirteen

(13) days or full amounts thereof toward their vacation benefits. Such Officers shall notify the City Manager in writing of their choice as set forth by no later than November 1 of the year said lump sum payment is due.

The recognized holidays for officers are:

New Year's Day	Veterans Day (Nov. 11)
President's Day (observed)	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day (
Last Monday in May	
) Christmas Eve Day	
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Columbus Day (observed)	

Officers scheduled to work on holidays and who work on such holidays shall receive a rate of pay at time and one-half (1-1/2), in addition to the thirteen (13) days pay described in the above paragraph.

New hires will be paid for those recognized holidays earned from date of employment. Employees terminating employment or retiring prior to the lump sum payment in November will receive holiday pay for only those recognized holidays earned prior to date of termination.

Officers not scheduled to work on holidays and who are involuntarily required to work on such holidays shall receive a rate of pay at double-time in addition to the thirteen (13) days pay described in the above paragraph, for all hours worked on such holidays.

32.2: Paid Holidays for Dispatchers shall be as follows:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day (Last Monday in May)	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veteran's Day (November 11th)	Employee's Birthday

Each Dispatcher will receive one (1) floating holiday.

When a Dispatcher's Birthday falls on a holiday, the day following will be considered the off day. Dispatchers assigned to a work schedule other than the regular work week of Monday through Friday shall be paid double time for all hours worked, whether regularly scheduled or as fill-in, for any of the following six (6) family holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

All hours worked by Dispatchers on other holidays shall be paid at the rate of time and one-half.

ARTICLE XXXIII
VACATIONS

33.1: The First of July shall be used as the basis for computing Officers and Corporals vacations which shall accrue as follows:

A. Sixteen (16) days per year for the first five (5) years of employment.

B. Twenty (20) days per year after six (6) years of employment and continuing at that same rate until the Employee's twelfth (12) anniversary of employment.

C. Twenty-five (25) days after twelve (12) years of employment.

D. Vacations shall be picked by seniority on an annual basis with the first round of picks limited to two weeks. The first round shall be followed by a second round of picks also selected in order of seniority. After all advance picks have been made, and vacation picks have been posted, further vacation picks shall be made on a first-come, first-served basis.

Vacation days for all Employees covered by this Agreement shall not be allowed to accumulate beyond thirty (30) days. Holidays applied towards vacation benefits shall be counted as applying against the aforesaid thirty (30) days accumulation.

33.2: Each Dispatcher will receive six (6) vacation days plus four (4) paid days* upon completion of one year of service. On each anniversary date following a Dispatcher will receive one additional vacation day until the ninth (9th) year of service, and two additional days for the tenth (10th) year of service, for a total of sixteen (16) vacation days and four (4) paid days. Upon completion of fifteen (15) years of service and each year thereafter, each Dispatcher will receive twenty-one (21) vacation days and four (4) paid days per year.

All vacation benefits for Dispatchers will be granted on July 1st of each fiscal year, except that compensation for paid days will occur on the last pay period in June of each fiscal year. *Dispatchers may use paid days as vacation days.

33.3: Employees with less than one (1) year (12 months) of seniority shall not be allowed to use said vacation time except

by special permission of the City Manager in extraordinary circumstances. However, vacation time will be credited to the employee's vacation bank for use after one (1) year (12 months).

ARTICLE XXXIV
HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL INSURANCE

34.1: Hospitalization and Medical Insurance:

A. The Employer shall provide hospitalization insurance and medical benefits for qualified Employees, retirees and for their eligible dependents as follows: The Michigan Blue Cross/Blue Shield, Comprehensive Major Medical (CMM) Program (500/1,000), 80/20) with a \$5.00 PPO Prescription Drug Rider (APDBP), by assuming the monthly premiums for each eligible Employee and their eligible dependents.

B. For those Employees that continue in the H.A.P. Program, the City shall pay up to the amount of the monthly premium being paid under the CMM program, plus \$30 for single person coverage \$35 for two-person coverage, or \$50 for family coverage.

C. For those employees who choose coverage in the Blue Cross/Blue Shield of Michigan, Community Blue Plan 3 with \$5.00 prescription drug rider (PD-BC\$5), Riders: MOPD, PDC and PD-CM, the City shall pay up to the amount of the monthly premium being paid under the CMM program.

The City will reimburse employees 50% of all costs incurred on a monthly basis for deductible and co-payments, upon submission of appropriate medical payment receipts for the Michigan Blue Cross/Blue Shield, Comprehensive Major Medical (CMM) Program (500/1000), (80/20) with a \$5.00 PPO Prescription Drug Rider (APDBP) and Blue Cross/Blue Shield of Michigan, Community Blue Plan 3 with \$5.00 Prescription Drug Rider (PD-BC\$5), Riders: MOPD, PDC and PD-CM.

34.2: Dental Insurance. The Employer will provide dental insurance protection at the present level for the employee and his family by assuming the monthly premiums for each eligible employee and his dependents. The plan will provide orthodontics coverage at 75% with a \$1500 lifetime maximum per eligible family member.

If in its judgment the Employer considers it advisable and in the interest of the employees, another type of local hospitalization, medical or dental plan or a plan insured by an insurance company or other plan selected by the Employer may be

substituted for the plan currently in effect upon agreement with the Union representative.

34.3: Optical Insurance. The Employer shall provide and pay the premium for Plan A from the Co-op Optical Plan or its equivalent from another carrier, for each Employee and eligible family members.

ARTICLE XXXV
RETIREMENT

35.1: Coverage. The Employer shall, for officers, continue its present retirement system established pursuant to Act 345 of the Public Acts of 1937.

35.2: Final Average Compensation. Average final compensation shall mean the average of the highest annual compensation received by a member Officer during a period of three (3) years of service contained within such member Officer's ten (10) years of service immediately preceding retirement or leaving service. If the member Officer has less than three (3) years of service, then average final compensation shall mean the annual average compensation received by the member officer during his total years of service.

35.3: Annuity Withdrawal. A member Officer retiring with a normal retirement allowance may, within the thirty (30) calendar days preceding retirement, elect to withdraw the portion of such member Officer's contributions plus interest credited to such member Officer's account in the reserve for Employee contributions excluding contributions paid for purchase of military service credit. If an election to withdraw the member Officer's contributions is made, such member Officer's pension shall be reduced by the actuarial equivalent of the amount withdrawn. The computed reduction will be based on the mortality table used with other option elections as adopted by the board of trustees and the interest assumption published by the Pension Benefit Guaranty Corporation (PBGC) for immediate annuities. The PBGC interest assumption for December shall be used for retirements effective during the following January through June. The PBGC interest assumption for June shall be used for retirements effective during the following June through December. This election may be made in conjunction with other option elections. The provisions of the agreement shall be effective for member officers retiring on or after July 1, 1986.

35.4: Early Retirement.

A. Effective July 1, 1988, a member Officer who has at least twenty (20) but less than twenty-five (25) years of service in the employ of the City as a member Officer of

the City of Center Line Act 345 Retirement System may retire from service upon written application to the Pension Board setting forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, such member officer desires to be retired. Upon early retirement from service as provided in this Agreement, a member Officer shall receive an early retirement pension payable throughout the member Officer's life of 2.5% of the member Officer's average final compensation times the member officer's credited service up to twenty-five (25) years. The provisions of Sec. 6 (1)(h) of Act 345, P.A. 1937 shall apply to a member Officer who retires pursuant to this paragraph (A).

B. The increase in cost attributable to the early retirement provision of paragraph (A) above shall be shared equally by the City and member Officers. The increase in the contribution rates for this provision shall be determined annually as part of the regular annual actuarial valuation.

35.5: The Employer shall continue for Dispatchers its membership in the Michigan Employees Retirement System established pursuant to Act 135 of the Public Acts of 1945 by providing the Dispatcher with benefit plan C-2" of the Michigan Employees Retirement System plus retirement at fifty-five (55) years of age with twenty-five (25) years of service without a reduction in monthly pension.

35.6: The Employer shall provide hospitalization insurance and medical benefits for retirees, and for their dependents. Only the retiree, his or her spouse and qualifying dependents at the time of retirement are eligible for health insurance coverage. If a retiree divorces his or her spouse after retirement, coverage for the divorced spouse will immediately terminate upon divorce. Additional coverage for new spouse or children from a new marriage can be obtained through the City plan at the retirees expense. At age 65 the Employer shall provide Blue Cross/Blue Shield Master Medical 65 Complimentary Coverage.

In the event of the death of a retiree, the Employer shall continue to provide health insurance and medical benefits for the spouse and eligible dependents, only. If a retiree moves out of state, or where PPO coverage is impractical, insurance coverage will revert back to the traditional Blue Cross/Blue Shield, MVF-1, with Master Medical Option I, at no expense to the retiree.

ARTICLE XXXVI

LIFE INSURANCE

Effective July 1, 1998 through June 30, 2001

SIGNATURE COPY

36.1: The Employer will provide life insurance in the face amount of Forty Thousand Dollars (\$40,000) for qualified Employees plus Forty Thousand Dollars (\$40,000) for accidental death by assuming the payment of the monthly premiums. Upon retirement from the City of Center Line, the Employee will receive a Five Thousand Dollar (\$5,000) term life insurance policy and the Employer will assume the payment of the premium.

ARTICLE XXXVII
UNIFORM ALLOWANCE

37.1: The Employer will provide each officer joining the force after the effective date of this Agreement with an initial uniform allowance of up to Five Hundred Fifty Dollars (\$550.00).

37.2: All other Officers shall be given a uniform allowance of Seven Hundred Fifty Dollars (\$750.00), per year.

37.3: Effective September 1, 1996, all Dispatchers will be placed in uniform and will be given a uniform allowance of up to Two Hundred Fifty Dollars (\$250.00), per year.

37.4: Beginning September 1, 1996, all uniform allowance payments shall be made in September of each year.

ARTICLE XXXVIII
EDUCATION

38.1: The Employer agrees to reimburse full-time Dispatchers and Public Safety Officers tuition only for job related courses or to obtain an Associate Degree in their job related position subject to the following eligibility requirements:

A. The officer or Dispatcher has received an acceptable passing grade and the prior written recommendation and approval of the City Manager.

B. The eligible officer or Dispatcher claiming reimbursement must prove they paid the amount sought to be reimbursed by furnishing specific receipts.

C. This benefit is limited to one (1) Associate Degree per Dispatcher or officer.

D. In addition, the City would reimburse officers 100% for job related courses (as approved by the Director of Public Safety) that are degree requirements for a bachelors degree, and 50% for other courses that are part

of the requirements for a bachelors degree. A grade of C or better must be achieved.

E. When the City announces training opportunities but cannot provide them to all the officers who indicate a desire to participate, the most senior officer will have preference, provided he/she has met all necessary pre-requisites and is not seeking to repeat training that does not need repeating.

ARTICLE XXXIX

WAGES

July 1, 1998 through June 30, 1999

Public Safety Officers hired prior to July 1, 1995:

<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
			40,099	42,113	44,275

Public Safety Officers hired July 1, 1995 or after:

<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
28,778	31,877	34,977	38,076	41,176	44,275

July 1, 1999 through June 30, 2000

Public Safety Officers hired prior to July 1, 1995:

<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
				43,582	45,809

Public Safety Officer hired July 1, 1995 or after:

29,847	32,039	36,232	39,424	42,617	45,809
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Public Safety Corporal 49,245

July 1, 2000 through June 30, 2001

Public Safety Officer

<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
30,742	33,000	37,319	40,607	43,896	47,183

Public Safety Corporal
50,722

CLERK/DISPATCHER

	<u>START</u>	<u>6 Months</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
7/1/98	21,689	22,165	22,924	23,745	24,822
7/1/99	22,990	23,495	24,299	25,170	26,311
7/1/00	23,680	24,200	25,028	25,925	27,100

ARTICLE XL
TEMPORARY APPOINTMENT

40.1: When an officer is required to perform the duties of a higher rank, he/she shall be compensated at the rate of pay for that position. The compensation shall be paid regardless of reason for performance of duties in the higher rank. Said payment will be for all hours performed at the higher rank.

ARTICLE XLI
SHIFT DIFFERENTIAL

41.1: Public Safety Officers covered by this Agreement will receive Four Hundred Dollars (\$400.00) for shift differential payable in one lump sum on July first of each year.

41.2: Effective July 1, 1999, \$200 of the shift differential will be folded into the base wage of Public Safety Officers. Subsequent to that date, all officers will be paid a premium of twenty cents (\$.20) per hour for each hour worked on the afternoon shift and forty cents (\$.40) per hour worked on the midnight shift.

41.3: Dispatchers covered by this agreement who work a seven (7) day work schedule shall receive a shift premium equal to twenty cents (\$.20) per hour for each hour worked on the afternoon shift and forty cents (\$.40) per hour for each hour worked on the midnight shift.

ARTICLE XLII
RATES FOR NEW JOBS WITHIN THE BARGAINING UNIT

42.1: When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

ARTICLE XLIII

UNION BULLETIN BOARD

43.1: The Employer will provide adequate space on the Employees squad room bulletin board which may be used by the Union for posting notices of the following type: (1) recreational and social events; (2) Union elections; (3) results of union elections; and (4) Union meetings.

43.2: A copy of notices will be forwarded to the Employer upon request.

ARTICLE XLIV

LOCKERS

44.1: The Employer shall provide lockers for officers of proper size to store personal equipment normally used in connection with the duty of individual Employees.

ARTICLE XLV
MANAGEMENT RIGHTS

45.1: The Union recognizes the Employer's right to manage its affairs and direct its work force.

45.2: The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.

45.3: The City of Center Line, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by Employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City including, but without limiting the generality of the foregoing the right:

A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation;

B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

C. To subcontract or purchase any or all. work processes or services, or the construction of new facilities or the improvement of existing facilities, provided application of this provision does not result in the layoff of any Employee covered by this Agreement;

D. To determine the number, location and type of facilities and installations;

E. To determine the size of the work force and increase or decrease its size;

F. To hire, assign and lay off Employees;

G. To direct the work force, assign work and determine the number of Employees assigned to operations;

H. To establish work schedules;

I. To discipline and discharge Employees for cause;

J. To adopt, revise and enforce working rules and carry out cost and general improvement program(s).

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City of Center Line, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

Outside employment shall be in accordance with the General Order 99-02.

ARTICLE XLVI
NO STRIKE

46.1: Neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position or stoppage of work or abstinence in whole or part, the full, faithful and proper performance of an Employees duties) for any purpose whatsoever during the term of this Agreement.

ARTICLE XLVII
ANNUAL PHYSICAL EXAMINATION

47.1: All Employees shall be required to submit to an annual physical examination.

ARTICLE XLVIII
RESIDENCY

48.1: Employees covered by this bargaining agreement shall be permitted to have unlimited boundaries for residency.

ARTICLE XLIX
TERMINATION

49.1: This Agreement shall remain in full force and effect until midnight, June 30, 2001, and shall thereafter be continued in full force and effect from year to year after June 30, 2001, unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice, a conference shall be arranged for within thirty (30) days. This provision shall not be interpreted to require a meeting prior to sixty (60) days before the expiration date of this Agreement.

The Employer 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 referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the Collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the _____ day of _____, 2000.

CITY OF CENTER LINE

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Mayor

James Tignanelli
Business Agent

Nancy L. Bourgeois
City Manager/Clerk

Richard Talerico
President

Donald Gravis

Gary

Houghton

LETTER OF AGREEMENT
BETWEEN
POLICE OFFICERS ASSOCIATION OF MICHIGAN
AND
CITY OF CENTER LINE

REFERENCE: SPECIAL DETAIL ASSIGNMENTS

The following is an agreement made this of between the Police Officers Association of Michigan hereinafter referred to as the POAM and the City of Center Line, hereinafter referred to as the CITY.

THE PARTIES HEREBY AGREE that the Departmental Policy attached hereto and made part of this Letter of Agreement, regarding Special Detail Assignments, is considered as complete and final settlement resolution of the POLC'S Class Action - Overtime grievance filed on June 29,1995.

THE PARTIES FURTHER AGREE that the CITY will issue the Policy reached as a result of the Mediators proposal of February 14, 1996, and that the Policy will be instituted as of the date set forth above.

CITY OF CENTER LINE

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Mayor

James Tignanelli
Business Agent

Nancy L. Bourgeois
City Manager/Clerk

Richard Talerico
President

Donald Gravis

Gary Houghton

LETTER OF AGREEMENT
BETWEEN
POLICE OFFICERS ASSOCIATION OF MICHIGAN
AND

CITY OF CENTER LINE

REFERENCE: PAYMENT IN LIEU OF HEALTH INSURANCE COVERAGE

The following is an agreement made this ____ day of _____, 19____, between the Police Officers Association of Michigan, hereinafter referred to as the POAM and the City of Center Line, hereinafter referred to as the CITY.

THE PARTIES HEREBY AGREE that the CITY Administration will explore the policy regarding Payment in Lieu of Health Insurance Coverage" in accordance with the Mediator's proposal dated February 14, 1996, specifically pertaining to Section 36, Hospitalization, Medical, Dental and Optical Insurance.

THE PARTIES FURTHER AGREE that, after a complete and thorough investigation into the Internal Revenue Services requirements and/or legal provisions necessary for the Payment in Lieu of Health Insurance Coverage, and after review and approval of the proposed program by both Parties, the CITY will implement the program for Payment in Lieu of Health Insurance Coverage.

CITY OF CENTER LINE

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Mayor

James Tignanelli
Business Agent

Nancy L. Bourgeois
City Manager/Clerk

Richard Talerico
President

Donald Gravis

Gary Houghton

VIII. CONCLUSION

Because of some other settlements, it is entirely possible that the parties do not actually need the letters of agreement to be reproduced as part of the contract. With that exception, the foregoing contract shall be adopted as the Panel's entire award.

As a personal note, the Chair wishes to thank the Delegates, the Attorneys and the parties for their professional approach to this matter.

This concludes the case. The Panel retains no further jurisdiction.

IT IS SO ORDERED.


STANLEY T. DOBRY, Impartial Chairperson

Dated: January 25, 1999


JOSEPH FREEMONT
City's Delegate


WILLIAM BYRDSEYE
Union's Delegate