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STATE OF MICHIGAN

In Arbitration Proceedings
under Act 312 of Public Acts of 1969

In the Matter of the Arbitration Between	:	
City of Farmington Hills	:	1975-78 Contract
and	:	
Farmington Hills Police Department Teamsters Local No. 214	:	

FINDINGS, OPINIONS and ARBITRATION AWARDS

(under Act 312, Public Acts of 1969)

Arbitration Panel

Joseph Valenti
Teamsters Local 214 Representative

Charles E. Keller
City Representative

Thomas V. Lo Cicero
Chairman

Dated:
March 31, 1977

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BACKGROUND ON JURISDICTIONAL ISSUE

The undersigned was appointed Chairman of the Arbitration Panel by Chairman Robert G. Howlett of the Michigan Employment Relations Commission under the provisions of Act 312, P.A. 1969, by letter dated March 18, 1976, at the request of Joseph Valenti, President of Teamster Local 214 by letter dated February 19, 1976.

Mr. Howlett's letter indicated that there had been "both collective bargaining and mediation, which under the statute, are conditions precedent to arbitration"; that the request for arbitration had been made by Mr. Valenti by letter dated June 19, 1975, and that Mr. Valenti had been designated by the Union as its delegate to the panel. (Ex. C-15)

After telephone discussions with both parties, it appeared

that the City's attorney questioned the applicability, validity and constitutionality of 1969 P.A. No. 312, as amended and that he had filed a motion with the Michigan Employment Relations Commission, requesting the dismissal of the Application for Appointment of an Arbitrator for which he was still expecting an answer shortly.

In order that the positions of the parties be fully established on this question, the undersigned ordered an informational hearing to be held on May 20, 1976. By letter dated May 6, 1976, the City's Manager, George L. Majoros, Mr. Charles E. Keller was designated as its delegate on the panel, but also reserved its "right to contest the validity of the attempted iniation of Arbitration."

By reason of other arbitration proceedings pending elsewhere, the Union requested a further adjournment. Eventually, the first hearing was held on August 4, 1976. Mr. Billy Mendenall appeared as the Union's delegate to the panel in place of Joseph Valenti.

At the outset, the question of the panel's jurisdiction was raised by the City. It appeared that Chairman Howlett had remanded that question to the panel for determination. Accordingly, that issue was first considered.

The position of the City on the question of jurisdiction may be summarized as follows:

1. Act 312 sets forth certain conditions precedent to the appointment of an arbitrator, which have not been met.

> "Sec. 3. Whenever in the cause of mediation . . the dispute has not been resolved . . . within 30 days of the submission of the dispute to mediation - - or within such additional periods to which the parties may agree, the employees or employer may initiate binding arbitration proceedings by prompt request therefor, in writing - - ."
>
> "Sec. 4. Within 10 days thereafter, the employer shall choose a delegate and the employee's designated or selected exclusive bargaining representative, or if none their previously designated representative in the prior mediation and fact-finding procedures, shall choose a delegate to a panel of arbitration - - - ."
>
> "Sec. 5. Within 5 days thereafter, or within such further additional periods to which they may agree, the delegates shall designate an impartial, competent and reputable person to act as an arbitrator - - - . Upon their failure to agree upon and appoint the arbitrator within such time, or mutually extended time, either of them may request the Chairman of the state labor mediation board to appoint the arbitrator, and the Chairman of the state mediation board shall appoint, in not more than 7 days, an impartial, competent and reputable citizen as the arbitrator."

The City contends that the time periods set forth in the Act were not followed and that therefore the arbitration panel has no authority to proceed. In support of its position, the City introduced some 24 exhibits (City Ex. 1 through 23) which, in effect, explain the confused and unusual circumstances of this case.

The prior collective bargaining (U. Ex. 24) was entered into between the Township of Farmington (now City of Farmington Hills) and the Farmington Township Police Officers' Association (now

Teamsters Local 214) for the period from April 1, 1972 through March 31, 1975, and followed a fiscal year ending March 31, each year.

During the term of this agreement, the Township was incorporated as a City (in 1973) and the Association elected to have Teamster Local 214 become its exclusive bargaining representative and was certified as such on April 14, 1975. The new City's fiscal year also changed to the year ending June 30th of each year. The commencement of steps to obtain changes in the collective bargaining agreement, which was expiring on March 31, 1975 began before that date, and, as a result of a pre-hearing conference held by State Labor Relations Board, the Union proposed to continue the labor contract in effect "until a new contract is negotiated and/or arbitrated." (C. Ex. 1)

By letter dated March 27, 1975, (C. Ex. 1) it stated the above position and gave the City notice that it desired the benefits of Act 312 and requested mediation as the preliminary step. It was repeated in a letter dated April 11, 1975. (C. Ex. 3)

In the meantime, the City had filed an action in the Oakland County Circuit Court to interpret and reform the language of the Cost-of-Living clause of the current labor contract.

a. On April 11, 1975, the Union reaffirmed its proposal as to the extension of the labor contract and gave notice that certain changes in "Wages, Hours and Working Conditions" were being requested (C. Ex.

On May 21, 1975, the Union forwarded to the City its proposed labor agreement and requested negotiations to begin. (C. Ex. 5) On June 19, 1975, to reinforce its position, the Union notified the City that no impasse had been reached, but to "retain our rights under the Compulsory Arbitration Act 312, we are requesting and initiating binding arbitration in accordance with the Act" (C. Ex. 6)

On February 9, 1976, the Union reported to Chairman Howlett, of the Michigan Employment Relations Commission that it had "had several mediation sessions" with the City, but "still remains at an impasse," that it had attempted "to reach mutual agreement on the chairman of the arbitration panel but to no avail" and requested the appointment of a chairman by the Commission's Chairman.

On February 11, 1976, attorneys for the City notified the Chairman of the Commission that they had been retained to conduct the current contract negotiations and that the contract had expired as of March 31, 1975. (C. Ex. 8) The same letter advised that the City had never been informed that he (Valenti) would serve as the Union's panel member until the Union's February 9th letter, and further denied that any attempt had been made to reach mutual agreement on a chairman of the arbitration panel, objected to accepting a person named in the Union's February 9th letter, and requested that an arbitrator be not appointed because the Union had "not properly initiated arbitration nor has it complied with the other procedural requirements which must be fulfilled prior to requesting

that you appoint an arbitrator." (C. Ex. 8) Accordingly, it enclosed a Motion to Dismiss Application for Appointment of an Arbitrator.

As the result of the exchange of letters above recited, Chairman Howlett proceeded to appoint the undersigned as Chairman, stating that "there has been both collective bargaining and mediation, which, under the statute, are conditions precedent to arbitration." (C. Ex. 15)

The record does substantiate that in the interim, there had been both collective bargaining (the parties having tentatively agreed upon some 36 sections of the last contract, with about 31 economic issues remaining in dispute) and several sessions having been held with a mediator, after which the two negotiators, Dubay and Valenti, agreed they had reached an impasse.

RULING ON JURISDICTIONAL ISSUE

The Panel thereupon was confronted with the question of whether or not it had jurisdiction to proceed to hear the substantive disputes between the parties.

The Chairman indicated to his co-panelists that, in his opinion, the panel had the authority to proceed. The Union panel member agreed with the Chairman and the City delegate did not.

In substantiation of that ruling, I wish to refer to Section 1 of Act 312 where the policy of the State, in public police and fire departments disputes is stated: "it is requisite to the high morale of such employees and the efficient operation of such departments to afford an alternate, expeditious, effective and binding procedure for the resolutions of disputes, and to that end the provisions of this act, providing for compulsory arbitration, shall be liberally construed."

It is clear that there must be a resolution to many disputes which neither the parties themselves, nor with the aid of a mediator, have been able to resolve over a period of close to two years. In addition, a serious court action has resulted which is now at the Court of Appeals level and which action has complicated these proceedings tremendously.

But the Act is a special vehicle by which these disputes can be resolved in the shortest and most effective manner. To rule that the failure to closely follow the time periods suggested by the statute can defeat the proceedings would contradict and violate its basic directive, to expediously resolve the disputes, and, in doing so, to liberally construe its provisions. To discontinue these proceedings by reason of failing to comply with each technical requirement of the statute would leave the parties in a precarious situation, thus inviting either party to start all over again, (which would accomplish nothing except to be able to say that each step had been meticulously

satisfied), or invite an illegal strike, or another lawsuit, none of which actions in my judgment, would produce an expeditious, effective or binding resolution of their disputes, and therefore contrary to the basic purpose of the legislature in enacting Act 312.

It is my opinion that the various time periods in the Act are simply guidelines, in furtherance of the Acts purpose, and not essential to the validity of the arbitration panel. They are not mandatory; only directions to promptly set up the means by which the disputes may be expeditiously answered.

One other objection raised by the City may be answered, namely, that there had been no effort made to mutually agree upon an arbitrator, rather than have one appointed by the Commission's Chairman.

As a matter of record, this objection was considered by the Michigan Supreme Court case of Dearborn Fire Fighters Union vs. City of Dearborn, 394 Michigan 229 (1975) and the constitionality of an appointment by mutual agreement by the parties was questioned.

STATEMENT OF FACTS ON MERITS

The Arbitration thereupon proceeded to take testimony for four days, on August 4, 1976, and on October 20, 21 and 22nd, 1976. On the first two days all parties were present, but on the third day, no one appeared for the Union, including the Union's delegate on the panel, without notice or explanation. The panel continued to receive testimony for the City. All parties appeared on the

fourth day and the taking of testimony was completed. In all, some 167 exhibits were received and arguments by both parties heard.

However, at the commencement of proceedings on the fourth day, Union counsel, John Williamson, moved that Joseph Valenti be substituted for Bill Mendenall. After arguments and objections by the City's attorney, the motion was granted. (Transcript III, p. 249)

During the hearing, the Union attempted to introduce testimony and exhibits relating to the Court proceedings to interpret and reform the Cost-of-living clause of the 1972-75 labor contract. (Transcript Aug. 4, 1976, p. 39) However, the panel refused to admit any evidence relating to the court proceedings (Transcript of Aug. 4, 1976, page 76), ruling that it had no authority to take any part in the court proceedings, nor in the results thereof. One exception to this was the admission of a part of Exhibit A-27 (marked U-27A) consisting of an order of the Circuit Court dated September 10, 1976 by Judge Robert L. Templin, but only because it was attached to U. Ex. 27, which had been forwarded to the Chairman between hearings. The Chairman reported the receipt of the letter and attachments from the Union, and was for informational purposes only.

At the conclusion of the taking of testimony, on the fourth hearing day, both parties were requested to present their last best offers, pursuant to the requirements of Section 8 of Act 312.

CITY'S LAST BEST OFFER

The City presented its last best offer in the form of exhibits C-29 and C-30.

Exhibit C-29 sets forth the City's position of various sections of the last contract, on some of which the city claims tentative agreement had been reached and on others the City's proposed language. This exhibit also sets forth the City's understanding of the Union's position on each section.

Exhibit C-30 sets forth 29 issues in dispute, 15 of which are designated as "economic" (No. 1, 4, 5, 6, 8, 13, 14, 15, 16, 22, 23, 24, 25, 26 and 28).

Exhibits 33 through 59 set forth the specific proposals on each issue referred to in Exhibit C-30. (Copies of all the foregoing exhibits are attached as Appendix A.)

In addition, the City proposed the duration of the contract to be from April 1, 1975 through June 30, 1978, (Issue No. 28), and wage increases as follows:

- From April 1, 1975 through June 30, 1976 - a six (6%) percent across the board increase, based upon the rates currently paid by the City, namely:

Service Years	Salaries Presently Paid	Proposed Rate
0 - 12 months	$14,113.00	$14,960.00
12 - 24 months	14,965.00	15,863.00
24 - 36 months	15,939.00	16,895.00
Over 36 months	17,070.00	18,094.00

retroactively to April 1, 1975.

- From July 1, 1976 through June 30, 1977, another six (6%) percent increase, with proposed rates, as follows:

0 - 12 months service	-	$15,558.00
12 - 24 months service	-	16,815.00
24 - 36 months service	-	17,909.00
Over 36 months service	-	19,180.00

- From July 1, 1977 through June 30, 1978, another four (4%) percent increase, with proposed rates, as follows:

0 - 12 months service	-	$16,180.00
12 - 24 months service	-	17,487.00
24 - 36 months service	-	18,625.00
Over 36 months service	-	19,947.00

In addition, the City proposed the extension to the patrolman's bargaining unit of the pension changes which the City had negotiated with the command officers' bargaining unit.

(The foregoing are in Transcript pages 317 to 325)

UNION'S LAST BEST OFFER

The Union's last best offer is set forth in Exhibit U-163, which, in effect, is to continue the last contract (Ex. U-24) in toto, with the necessary changes in names of the parties and dates, to run for the period from April 1, 1975 to and including June 30, 1977, with a salary rate $21,192 for the entire period, for officers with more than three years of service, instead of the amount now paid of $17,070.00. The other change requested is that dues owing from officers to the Union be forwarded directly to the Union rather than the Association. (Transcript III, pp. 328-330)

In Exhibit U-163 the Union indicated which of the proposed contract provisions were considered "Economic", and are:

> Sections 401, A.B.C., 402, 403, 405, 406, A.B.C., 501, 502, 503, 604, 801. 802, 803, 804, 805, 806, 807, 808, 809, 901, A.B.C.D.E., 902, A.B.C., 1102, 1103, 1104 A.B.C., 1106, 1107 and 1108.

DETERMINATION OF ECONOMIC ISSUES

Upon consideration of the proposals made by both parties, the panel unanimously agreed upon the issues to be considered "economic" and are set forth in Appendix C.

Under prior stipulation, the parties agreed to file briefs within two weeks after receipt of the transcript. This turned out to be December 20, 1976. The City attorneys filed their brief on time and the Union attorney waived it, requesting that his final arguments in the Transcript be deemed such brief. This request was accepted by the panel.

DISCUSSION OF ECONOMIC ISSUES AND AWARDS

A. Criteria For Evaluation

The Brief filed on behalf of the City fully and properly informs us of the panel's obligation to comply with the provisions of Sections 8 and 9 of Act 312 which sets forth the guidelines to be followed, and it is our intention to do so faithfully.

B. Comparable Communities

In applying the criteria outlined in Section 9, it is also important to establish the cities and jurisdictions with which the City of Farmington Hills may be deemed comparable. (Sec. 9 (d)

Looking at the Record, it appears that the Union suggested Detroit, (Tr. III, pp. 256-274) and a listing of over 200

communities in the state (Ex. U-156) as comparable.

The City introduced two groupings of communities as comparable.

1. A Seven-county area including communities within the Southeast Michigan Council of Governments (Ex. C-91-112), (known as "SEMCOG" communities.)

2. Communities within Oakland County (Ex. C-67)

The City contends that the Oakland County communities except for the Cities of Pontiac and Southfield, are reasonably comparable. It attempts to exclude Pontiac and Southfield on the grounds that these two cities are primarily business and/or industrial communities and have a substantially higher crime index than Farmington Hills.

A comparison of these jurisdictions indicates the following common characteristics with Farmington Hills:

1. Geographical location - All ten are within the same county.

2. 1975 Population - It ranks sixth.

3. Population Density - It ranks ninth.

4. Per Capita Income - It ranks fifth.

5. 1975 S.E.V. - It ranks sixth.

6. S.E.V. per capita - It ranks sixth.

7. Percent of S.E.V. of industrial and/or business property - It ranks ninth.

8. Percent of residential property - It ranks third.

9. Total Crime Index - It ranks sixth.

10. S.E.V. per officer - It ranks fifth.

11. Equivalent Police tax rate - It ranks third.

Thus, it seems clear that Farmington Hills is well toward the median of all Oakland County communities. In the Chairman's opinion the most direct comparison is the fact that they are all within the same proximity of each other and therefore the most direct competitors with each other in terms of desirable police employment.

Accordingly, our comparisons will be made with the several communities in Oakland County, including:

Birmingham
Bloomfield Township
Ferndale
Madison Heights
Pontiac
Royal Oak
Southfield
Troy
Waterford Township
West Bloomfield Township

and will be hereinafter referred to as the "Comparable Communities."

Issue No. 29 - Duration of Contract

Since the term of the contract is basic to many other issues, it will be discussed first.

Union's Position

The Union requests a 28 month contract from April 1, 1975 through June 30, 1977. (Tr. III, p. 329)

City's Position

The City requests a term running from April 1, 1975 through June 30, 1978, or 38 months. (Ex. C-30)

Discussion

The difference in the two positions is simply the last year (from July 1, 1977 to July 1, 1978). No evidence or argument was presented on this issue by the Union. From its viewpoint, the shorter term would give the Union an earlier opportunity to request contract changes. Because of the position it has taken on salaries, it could be argued that a longer term would limit the benefits its members could enjoy during the extra year. However, if the panel is to award that extra year, it should not be without some additional benefits to be enjoyed during that year.

There is no doubt in my mind that had the parties not become involved in litigation regarding the Cost-of-Living clause in the last contract, they would have agreed on a term of three years. (Tr. II, p. 208.) It has been the policy of that Union, and, in fact, of most Unions to negotiate three year contracts.

In the earlier days of public jurisdiction arbitrations, serious questions were raised as to the legality of contracts for more than one year. But in recent years, practically all contracts are for three years. In the City of Farmington Hills, three year contracts have been negotiated by all units. (Command Officers - Ex. C-117; Patrol Officers - Ex. U-24; AFSCME members - Ex. C-115) Arbitrators in several other cities, including the undersigned,

have awarded three year contracts and have ruled such contracts legal. (Ex. C-150; Ex. C-151; Ex. C-152; Ex. C-153; Ex. C-154).

It is my firm opinion that longer term contracts are "in the interests and welfare of the public." Such contracts avoid the uneasiness and controversy which normally exists during negotiations. This seriously affects the morale and efficiency of the operations. Further, the city is better able to establish budgets in keeping with the requirements of a longer term contract. The parties are better able to evaluate the fairness and reasonableness of administrative proceedures of the contract and avoid the constant changing of language to cover controversial situations.

In the present instance, to award the term desired by the Union would mean that almost immediately, the parties would be required to start negotiating a new contract, after spending almost two years in finalizing the last one. Such a result is unreasonable and contrary to the spirit and purpose of Act 312.

Award

The panel does hereby award a 38 month term running from April 1, 1975 through June 30, 1978.

Issue No. 1 - Tentative Agreements

There is no need to belabor whether or not the tentative agreements, as scheduled in Appendix D should be binding on the parties because the panel has unanimously agreed they should be.

Award

Accordingly, the panel does hereby award the tentative agreements made by the parties during negotiations, and as listed in Appendix D as binding on the parties.

Issue No. 4 - Compensation

(Sections 401 A and 401 B - Last Contract)

Union's Position

The Union has requested that a salary of $21,192 be established for the period from April 1, 1975 through June 30, 1977. (Tr. III, pp. 328-330)

City's Position

The City has proposed that during the 38 month term, wages be established as follows:

Years Service	4/1/75	Effective 7/1/76	7/1/77
0-12 months	$14,960	$15,558	$16,180
12-24 months	15,863	16,815	17,487
24-36 months	16,895	17,909	18,625
Over 36 months	18,094	19,180	19,947

(Tr. III, pp. 324-325)
(Brief - p. 28)

Background

Although the panel refused to admit any evidence relative to the circuit court proceedings involving the two parties, I believe it important to review the facts which constitute the background for the positions taken by them in this proceeding, in order to understand our discussion and award.

The 1972-75 contract contained a cost-of-living provision (Ex. U-24), Section 401 C (2) "Adjustments" provides a rather unusual method of determining the amount of any adjustment to be made in salaries by reason of a change in the "Index Base."

> "2. Adjustments in the annual base pay provided for above, shall be made in accordance with the following schedule. If the "Index" published for the month set forth in column (2) of the schedule exceeds the base set forth in column (3) of the schedule, all of the annual base rates of pay set forth shall be increased by one (1%) percent for each point by which the Index in column (2) exceeds the base in column (1) of the schedule. The adjusted annual base rates shall be rounded to the nearest even dollar."

(1) Effective date of Adjustment	(2) Index Month	(3) Index Base
April 1, 1973	February, 1973	$127.40
October 1, 1973	August, 1973	128.65
April 1, 1974	February, 1974	129.90
October 1, 1974	August, 1974	131.15

Ordinarily, the adjustment factor is set forth in terms of .3 point change in the Index equals one (1¢) per hour adjustment.

When the provisions of the adjustment were applied, a serious difference in interpretation arose between the parties. Thus, the City filed suit in the Oakland County Circuit Court to reform Section 401 C (2) and that matter is now before the Michigan Court of Appeals.

The result of the City's interpretation is that the top salary of a Patrol Officer is calculated by the City to be $17,070 as of April 1st, 1975; while the Union's interpretation results in an annual salary, as of April 1, 1975, of $21,192. The City

continue to pay these officers under its own interpretation, but the Union is countering in the court proceedings to enforce its interpretations and, in order to be able to represent to the panel that its members were receiving the higher amount as claimed by the Union, it made serious efforts to delay the arbitration proceedings until a final determination be had in the legal proceedings. This the panel denied, based upon the expectation that a final decision in that controversy probably would not be forthcoming for many months since either party would probably appeal to the Supreme Court of Appeals.

Further, the panel not being a party to the legal proceedings, felt that it could not become a party since it would lose its objectiveity and independence in the arbitration proceedings and thus, its findings and awards would be worthless.

Accordingly, this panelist decided to consider the issues herein involved as if there were no court proceedings pending, nor any controversy raised as to the interpretation of the last contract. The fact remains that the Cost-of-living clause is not before us, nor is its interpretation necessary to our findings and awards in the arbitration proceedings.

The panel will make its findings of fact and awards independant of the court proceedings and in conformance with Act 312, as amended.

n Analysis of conditions of Employment and their dollar value in the Comparable Communities taken from the Record for the fiscal year 1975-76 is quite revealing. (It is attached hereto as Appendix D). The following conclusions are reached on the following monetary items, as each relates to the standing of Farmington Hills, among the several communities:

1. Salaries -(including COLA) -
   - 1974 - 1st at $16,067
   - 1975 - 3rd at 17,070
   - 1976 -) Unknown by reason of Cost-of-living
   - 1977 -) dispute

2. Longevity
   - At 3rd year - 2nd, but with only one other (Southfield) paying any longevity pay at the third year.
   - At 5th year - 9th
   - At 10 years - 2nd (by $1.00)
   - At 25 years - 1st

3. Holiday Pay - 2nd

4. Sick Leave Pay - 1st

5. Vacation Pay -
   - After 3 years service - 2nd
   - After 5 years service - 2nd
   - After 10 years service - 2nd
   - After 25 years service - 5th

6. Total Compensation - (Including Wages and Fringe Benefits)
   - After 3 years service - 2nd
   - After 5 years service - 3rd
   - After 10 years service - 1st
   - After 25 years service - 2nd

(Note - It must be noted that a truly accurate evaluation cannot be made by reason of the dispute on Cost-of-Living. The above comparisons are made on the assumption of the wages currently paid - $17,070. If the wages should become $21,192, as contended by the Union, the City of Farmington Hills would be first on all items)

Upon weighing the wage proposal made by the parties in their last best offers, against the several criteria of Section 9, there can be no question that the panel must award the salary proposal to the City.

Award

The panel does hereby award the salaries proposed by the City of Farmington Hills as set forth in its last best offer, with the same step increases of the last contract, as more nearly complying with the factors of Section 9 of the Act.

Issue No. 5 - Cost-of-Living Clause (Section 401C)

This issue is no longer before the panel since all parties and the panel have agreed that the continuation of a cost-of-living clause was not demanded nor intended by the Union.

Issue No. 6 - Shift Differential (Section 406)

The last contract provides (in Section 406) that work assignments shall be rotated among the day, afternoon and midnight shifts so that the time served on each shift will be approximately equal; and that if the Director of Public Safety should provide for a rotation less frequently then every thirty (30) days on a shift, then after the first thirty (30) days on either the

afternoon and midnight shifts, a premium should be paid.

Although the Union's last best offer is to continue the last contract, no evidence was presented to the panel.

However, the City proposes to "clarify" these provisions and to conform them to current practices. To do this, it first proposes to add to the language of the last contract the phrase "who is assigned to those operations which are conducted on a continuous basis" so that"only those positions which are conducted on a 24-hour round-the-clock basis need have the rotation of officers. Second, theCity proposes the change of the applicable time period from 30 days to "calendar" month."

The City's brief points out that there is no need to work all divisions on a 24-hour basis, that the juvenile officers and that the detective division have not worked in the past on a 24-hour basis. (Brief, p. 60); and that no shift rotation has been necessary. Yet, it points out, the Union has in the past insisted that the City must have officers on afternoons, days and night shifts, and that "even special assignments must be rotated on a three shift basis whether or not there is any need to have the special operation in effect during all hours of the day and night. (Brief, p. 61) It is claimed that this change would not change current practice.

The second change is proposed to facilitate shift changes and record keeping. (Brief, p. 62)

Testimony given by the City's Police Chief supports the contention that only the patrol division works on a 24-hour-a-day basis, (three shifts per day, 365 days a year). (Tr. III - p. 159) He further testified that the rest of the Department is not normally scheduled on a 24-hour basis and that the reason for the proposed change is simply to make clear that the Department is not required to operate all assignments on a 24-hour basis. (Tr. III, pp. 162-164). He also testified that he cannot operate the juvenile or traffic divisions by rotating people every month (Tr. III, p. 164), and that the City's proposal will codify the current practice and make it clear that all positions need not be operated on a 24-hour basis.

Based upon this record, the panel must award the City's proposals, as more nearly complying with the factors of Section 9.

Award

The proposals of the City are hereby awarded.

Issue No. 8 - Hours of Employment - (Sec. 502)

The last contract provides for a lunch period of 30 minutes. It also provides that "if for good reason, the officer is unable to complete his lunch in the thirty (30) minutes," he is entitled to an extra ten (10) minutes for lunch. Such lunch time shall be taken at the discretion of the individual officer, "but shall not be taken as such time as to interfere with his regular police work."

Union's Position

The Union desires no change in the above formula.

City's Position

The City desires to amend to eliminate the extra ten (10) minutes if for good reasonthe officer is unable to complete his lunch. (ex. C-38)

The City argues that the officers interpret this provision as guaranteeing them a 40-45 minute lunch period and that enforcement of the limitations is difficult with only one supervisor.

It further points out that in the Comparable Communities and in Oakland County, "over three have a contractually guaranteed lunch period, and of these, all have a maximum lunch period of 30 minutes." (Brief - p. 67). Exhibit C-123 supports this contention, except that in Royal Oak the lunch period is 20 minutes, but employees are allowed an additional 10 minutes if needed.

The question arises in the Chairman's mind: What happens in any county, on occasions when in the first minute of a lunch period an emergency run is necessary? Does the employee forego any lunch? Or suppose that the lunch is interrupted after 25 minutes, is the employee entitled to no further lunch break?

It seems to me that in any jurisdiction, an employee is entitled to eat lunch, but that it can be deferred in case of emergency to the reasonable extent required to handle the emergency.

As a matter of fact, an extreme emergency can make it impossible to take any time off for lunch. Thus, a lunch break can run as long as 30 minutes or be limited to none.

It appears to me that the proper meaning of the provision is that employees are entitled to thirty (30) minutes off work for lunch, if conditions permit. If conditions do not so permit and the full 30 minutes cannot be taken, for good reason, the employee is given at least 10 minutes time to eat, thus compromising the amount of time to 10 minutes, instead of attempting to adjust the additional time required to complete the 30 minute allowance on each occasion.

In other words, when an employee cannot take his full 30 minutes, "for good reason", he is given 10 minutes regardless of how much or how little his 30 minutes were interrupted, thus, making it unnecessary to keep time records on each interruption.

In other jurisdictions where no time limit for lunch is provided, I'm sure a time to have lunch is permitted and it may be more or less than 30 minutes; and, if interrupted, it seems reasonable to believe some additional time is also permitted.

It is my opinion that the basic complaint of the City is that the lunch period provisions are being abused. The "good cause", perhaps, is too liberally interpreted. But this is a problem for administration.

Inasmuch as the Record is not complete enough to constitute positive evidence, I am of the opinion that no change can be made in the provisions of the last contract.

Award

The panel awards the provisions of the last contract relating to lunch periods.

Issue No. 13 - Holidays - (Section 801)

The last contract provides for ten (10) paid holidays. However, the employees are actually receiving eleven and one-half (11-1/2) holidays with pay because of the "most favored nations" clause in the last contract (Sec. 1108). Thus, when the City granted the extra holidays to the members of AFSCME, they were extended to the patrolmen. Therefore, the City seeks to up-date the contract by adding as holidays:

Good Friday Afternoon	-	One-half (1/2) day
December 24th Afternoon	-	One-half (1/2) day
December 31st Afternoon	-	One-half (1/2) day

Union's Position

Since the Union has requested an extension of the last contract, its position is technically opposed to the change.

Under the "Most Favored Nations" clause of the last contract, the City was obligated to and did grant to patrolmen the benefits given to "other employees of the Township" "in all

insurance plans, or other fringe benefits" and "extra holidays." Thus, the patrolmen unit received an additional 1-1/2 holidays, making a total of 11-1/2 days.

Furthermore, a review of Exhibit C-88, reveals that in the Oakland County Communities, three (3) grant 10 paid holidays, two (2) grant 11 days, one (1) grants 10-1/2 days plus City Election days (which probably are two more) and two (2) give 12 days while one (1) gives 12-1/2 days. One, although shown as not granting any holidays does, in fact, grant about 5-1/2 days.

Thus, there is ample support to the contention that the City's proposal should be adopted.

Award

The panel hereby awards the City's proposal.

Issue No. 14 - Sick Leave (Sec. 807 ABC)

Union's Position

The Union requests no change of the last contract provisions relating to Sick Leave.

City's Position (Ex. C-44)

The City's proposal seeks to make certain changes which, in effect, would:

1. Change Sick Leave credits from 15 days each fiscal year, to 1-1/4 work days for each calendar month.

2. Grant Sick Leave Credits only after the employee has received pay for 80% of the scheduled working days within each calendar month (which limitation is new).

3. Pay the employee a maximum of 75 days upon termination by death, retirement under the labor contract, or voluntary resignation if at least two (2) weeks advance written notice is given, instead of being paid for 50% of accumulated sick leave days in the event of death or termination for any other reason.

Although the City refers the panel to the AFSCME contract (Ex. C-115, Section 707 A & B), the fact is that the latter contract provisions on sick leave are almost identical to those of the last contract (Ex. C-115).

No evidence was presented on the above points, except that set forth in Exhibit C-88 which simply indicates the number of sick leave days earned per year in the Oakland County Communities. (All grant 12 days, except Ferndale, while Farmington Hills grants 15 days).

However, it seems quite obvious that the changes suggested by the City would be a substantial limitation on sick leave as now in effect. Certainly an insignificant showing has been made to justify these changes and I do not believe they should be approved by this panel.

Award

The panel hereby awards the provisions of the last contract (Appendix B) relating to Sick Leave.

Issue No. 15 - Funeral Leave (Sec. 808)

City's Proposal

In Section 808 of the last contract, dealing with Funeral Leave the City proposes to require that funeral leave of not to exceed 4 days be taken consecutively, one day of which shall be the day of the funeral.

Union's Position

The Union desires to continue the provisions of the last contract.

The only evidence presented relates to the number of days granted for funeral leave in the Oakland County Communities. (Ex. C-126) The great majority grant three (3) days, but nothing is said about the limitations sought by the City. Its argument is that Farmington Hills grants a larger number of days, but it is not shown that in these other jurisdictions, the days must be taken consecutively nor that one must be the day of the funeral. Yet, Exhibit C-115 (the agreement with AFSCME) negotiated recently provides the same as in the last contract of the patrol officers.

Of course, it is common in many industrial contracts to provide as desired by the City, but they are not in evidence.

Yet, it seems to me that adequate control is provided in the language of the Funeral Leave provision because it requires the approval of the Director of Public Safety to obtain the leave of absence. Therefore, he can judge the time such leave is needed and grant it accordingly.

Award

The panel hereby awards a continuation of the last contract on funeral leave, as more nearly complying with Section 9 of the Act.

Issue No. 16 - Insurance (Sec. 902)

City's Proposal

The effect of the changes requested by the City is, as follows:

1. Delete reference to the Blue Cross contract number.
2. Continue payment of premiums under the existing Blue Cross/Blue Shield coverage.
3. Include a Disability Insurance plan, already in effect under the "Most Favored Nations" clause.
4. Provide language relative to coverage dates, and a provision authorizing the City to change insurance carriers only for disability and life insurance.

Union's Proposal

The Union proposes to continue in effect the provisions of the last contract.

The major change here proposed is to update the current coverage regarding disability insurance by reason of it being granted to patrolmen under the "Most Favored Nations" clause.

In the contract with AFSCME, wherein disability insurance coverage was first granted (Ex. C-115), it provides that a "Weekly Disability Income Insurance" program is to be instituted, with a prescribed schedule of benefits. (Sec. 802B)

In analyzing the effect of the additional items proposed, I find nothing to affect the existing benefits of the patrol officers and believe them to be reasonable regulations.

Award

The panel hereby awards the City's proposal.

Issue No. 22 - Duty Related Disabilities (Section 1104)

City's Position

The City proposes to amend the existing provisions of the last contract on duty-related disability benefits so that it must deduct "any other disability benefits provided by law and any disability insurance provided for by this Agreement (i.e. the City will pay the difference, if any, between all such payments and ninety-five (95%) percent of the employees' regular straight-time pay)"

In addition, it proposes to add that:

"Such an employee will be placed on a leave of absence pursuant, and subject to, Article _____, Section _____, Leaves of Absence."

and that:

"When an employee is physically able, he will accept a limited duty assignment pursuant to Article _____ - Limited Duty."

Union's Position

The Union desires to continue the former contract provisions.

The Command Officers' unit contract (Ex. C-117) contains the same provisions as in the patrolmens' contract (U-24). The AFSCME contract, which provides for duty-related disability pay of 85% of regular pay, also provides.

"Where practicable this shall be effected by deducting the weekly Workmen's Compensation Benefit from the amount of sick leave payment otherwise payable. If any Workmen's Compensation payments are received by an employee for a period for which the employee has received sick leave payments without deduction for Workmen's Compensation, the employee shall refund to the City the Workmen's Compensation Benefit for such period." (Section 708 C-3).

The City's purpose is to make sure "that an employee who is disabled does not end up making more than 100% of his normal pay."

This purpose is reflected in the foregoing quoted portion of Section 708 C-3.

Furthermore, it is certainly in the interest and welfare of the public; otherwise, the temptation would be to extend a period of disability, unnecessarily.

It is therefore my belief that the City's proposal should be awarded.

Award

The panel hereby awards the City's proposal, as more nearly complying with the applicable factors of Section 9 of the Act.

Issue No. 23 - Two-Man Cars (Section 1105)

City's Position

The City proposes to delete the provision of the last contract which calls for the assignment of not less than two (2) full-time police officers to each patrol car on the afternoon and midnight shifts.

Union's Position

The Union desires to continue the provision of the last contract.

Substantial evidence was presented on this issue by the City, but practically none by the Union. It may be summarized as follows:

1. The two-man car provision was inserted in the last contract for the first time.

2. The City is opposed to this provision because it cuts the normal patrol capability by 50% between 3 PM and 7:00 AM.

3. It seriously impairs the Chief's ability to provide maximum coverage in patrol and crime prevention and creates severe problems, such as:

a. The City is required to pay time and one-half for a substitute officer to replace a man who is ill.

b. The officers refuse to ride alone during the two-man car hours.

c. The reduced patrol coverage results in less "police visibility" and affects response time.

d. Exhibit C-142 shows that in the first four months of 1976, the day shift - with one officer - averaged four patrol cars, while there were only two cars on the road in three of the four months, during the afternoon shift, and two cars patrolling in only two of the four months during the night shift.

4. The two-man car provision creates less effective use of the City's manpower and equipment.

5. Hiring more personnel by doubling it is not the answer because the City already spends a great deal more of its money for the police department, both in percentage of its budget and in terms of the tax rate for police services, than most other communities. It ranks third in the tax rate it imposes for police services, ranks fifth in the amount of S.E.V. per officer, and ranks eighth in S.E.V. for each dollar spent for police services.

A review of similar contract provisions in other Oakland County Community contracts indicates that only Royal Oak has a provision requiring two men to a car during darkness while the other 9 communities make no such provision. Exhibit C-140, page 2.

(Table 64 of the 1975 Uniform Crime Report, reveals that even across the country, in cities of Group 3 population range (in which Farmington Hills falls), 89.7% use one-man car patrols during the day, 78.2% use one-man cars during the evening and 78.2% use them at night.

Exhibit U-156, page 15, (Report of the Police Officers Association of Michigan) only 37 of 240 reporting communities throughout Michigan have a two-man car provision.

The Record further shows that between 1972 through August, 1976, in the City of Farmington Hills most injuries to officers were caused by accidents or traffic accidents, and that although there had been 13 assaults on police officers, all, except one, occurred while officers were either in two-man units or while being assisted by other officers, none of which assaults were serious enough to require hospitalization.

It appears from the evidence that there is no real need for two-man cars and that their use in Farmington Hills seriously hampers the operation of the department, especially during the afternoon and night shifts; that more effective security is given to the police officer if he is backed up by a second officer in a second car, when necessary, than by having a second officer in the same car.

The better effective use of police personnel and equipment is of great interest and concern to the public and must be recognized.

Although the decisions of other arbitrators are not binding on this panel, such awards by experienced arbitrators are important for us to consider and respect. In several jurisdictions where this issue has been raised (Cities of Cadillac, Dearborn, Riverview, Garden City and Traverse City - see City's Brief, pp. 97-98 for citations), the awards have been against the use of two-man patrol cars. Our conclusion should be to a similar effect.

Award

The panel hereby awards the City's proposal relative to two-man cars, as it more nearly complies with the applicable factors of Section 9 of the Act.

Issue No. 24 - Physical Examinations (Section 1106)

The last contract provides in Section 1106 that "An officer shall have a yearly physical examination by the employer's doctor at the employer's expense."

The city seeks to delete it while the Union desires to retain it.

The evidence shows that Farmington Hills is the only city in the Oakland County Comparables requiring a city-provided annual physical examination (Ex. C-130), except that Troy requires it every other fiscal year.

However, the City contends that this provision is no longer necessary because the parties entered into a tentative agreement on another provision (Ex. C-32) which reads:

"Section E. The City may, in its discretion, require that employees submit to physical and mental tests and examinations by City-appointed doctors when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations."

The City further points out that the AFSCME contract (C. Ex. 115) does not contain such a provision. But the Command Officers' contract does contain the same provision. (Sec. 1106.)

In any event, since the parties did agree on a substitute provision, as indicated above, it would certainly be confusing and ambiguous to include both sections. This, I believe, was not intended and the only reasonable conclusion must be that the latter was to be substituted for the former.

Award

The panel does hereby award the City's proposal.

Issue No. 25 - Most Favored Nations Clause - (Section 1108)

City's Position

The City not only proposes to delete this Section, but even contends that it is not an issue before the panel. (Brief, p. 7)

Union's Position

The Union desires to continue Section 1108 of the last contract.

In contending that this issue is not before the panel, the City says that the subject matter was never proposed by the Union until the first arbitration hearing and argues in effect, that to do so now is an unfair labor practice, under Section 10 of P.E.R.A.; that Act 312 supplements P.E.R.A.; thus also making it an unfair labor practice under Act 312.

However, Act 312 provides in Section 8 that:

> "At or before the conclusion of the hearing - - -, the arbitration panel shall identify the economic issues in dispute and direct each of the parties to submit - - - - its last offer of settlement on each economic issue - - - "

There is no limitation or restriction on what the economic issues may be. Since the determination of what the economic issues might be can be delayed until the <u>end</u> of the hearing, it is very conceivable that an issue could develop in the interim, which then would be measured against the criteria of Section 9. I do not believe it was ever intended, in view of the above, that a new issue could not be considered and weighed. If the Legislature had so intended, it could very simply have stated so, namely, that only those issues on the table at the beginning of arbitration could be heard.

The fact remains that the Union did want an extension of the prior contract from the first day of arbitration, as well as prior thereto when, in writing to Chairman Howlett, it agreed to extend the existing contract until a new contract is negotiated and/or arbitrated." (Ex. C-1)

It is difficult for me now to hold that this issue is not before the panel and I decline so to do.

In reviewing the evidence submitted by the City, it is important to note that a "most favored nations" clause is not included in the AFSCME contract (Ex. C-115) while it is contained in the Command Officers contract (Ex. C-117). Further, no other jurisdiction included in the Oakland County Communities has such a provision. (Ex. C-131).

Under the directions of Section 9, we have no choice but to grant theCity's wishes since its proposal in the opinion of this panel member, "more nearly complies with the applicable factors prescribed in Section 9."

Award

The panel hereby awards the City proposal to delete this provision.

Issue No. 26 - Mandatory Leaves (New)

City's Position

The City seeks to incorporate in the next contract a provision authorizing it to place an employee on an involuntary "sick or health leave of absence" if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties in the opinion of the City.

Union's Position

The position of the Union on this proposal is not known since none was made, nor was any evidence presented.

The City argues in its Brief, that the proposal arises because of a situation last year in which a psychiatrist advised the City that the employee should not be on active duty or carry a gun. (Brief, p. 104) It contends that since the last contract was silent, the City was required to act without express contractual authority, but did place the employee on inactive status, and after a period of treatment and recovery, restored him to active duty.

It is quite easy to understand the City's concern in this problem. However, there is no showing that other jurisdictions have met the problem as proposed. Neither has the City negotiated such a provision in either of its other contracts, the Command Officers contract nor the AFSCME. contract.

Further, there is an actual remedy available to the City, exactly as it did follow. Certainly an employer must be able to suspend an employee who, upon the basis of professional advice, cannot or should not perform his job. This is implied in every contract, and the issue can be met and brought to a head by the grievance process. Further, in my opinion, this right is included in the provisions of Management Rights, without

the necessity of being expressly and specifically named.

In view of the foregoing, I cannot agree to award this proposal to the City.

Award

The panel does not award the City's proposal on this issue.

Issue No. 28 - Leaves of Absence

City's Position

The City's proposal encompasses the full range of authorized leaves, including general leaves up to 30 days (Section A), military leave (upon which there is tentative agreement), (Section B), medical leaves, (Section C), maternity leaves, (Section D) and procedural matters (Sections E, F, G and H.)

Union's Position

None.

The City points out the need for criteria on leaves, since none are provided in the last contract, and that similar proposals were negotiated into the AFSCME contract recently.

The Chairman has reviewed the proposed regulations and finds them to be reasonable and similar to those set forth in other contracts. In addition, I do not find any of them to be in derogation or conflict with the provisions of the last contract or the awards made herein.

Since there is no evidence before us to the contrary, we find that the proposal of the City more nearly conforms to applicable requirements of Section 9.

Award

The panel awards the City's proposal on leaves of absence.

DISCUSSION OF NON-ECONOMIC ISSUES

In discussing the non-economic issues, it is important to note that as to these issues, Section 8 of Act 312 provides:

> "The findings, opinions and order as to all other (non-economic) issues shall be based upon the applicable factors prescribed in Section 9."

Thus, the panel is here required to evaluate the proposals and compare them with the criteria of Section 9, but is not required to award either proposal on any specific issue, and may revise the proposal to accord with the criteria of Section 9.

Issue No. 2 - Scope of Contract (Sec. 301)

City's Position

The City proposes to substitute the word "City" in place of the word "Employer", the term "Union" in place of "Association", and "Municipal Code" in place of "Farmington Township Police and Fire Protection Ordinance".

Union's Position

The Union agrees to the change of names of the parties, but apparently objects to "Municipal Code".

The evidence clearly indicates that the "Township" is now a "City" and that the "Association" is now the "Union." It follows that the Township ordinance and rules and regulations thereunder became a City ordinance or code. It further appears that the former township ordinances are being codified into a municipal code "to update the contract to reflect the current situation". (Brief, p. 53) This, we assume, will not negate or violate the terms of the old contract. Nor should it prevent the awards herein made. Therefore, we do not understand why the Union has any objection to the proposed change.

Award

The panel hereby awards the City's proposal.

Issue No. 3 - Management Rights Clause -(Section 302)

City's Proposal

The City proposes the inclusion of a "Management Rights" clause, asserting that there is none in the last contract. (Brief, p. 53)

Union's Position

The Union proposes to continue the provisions of the old contract.

We do not understand the basis for the City's contention that the old contract provides no "management rights clause" since Section 302 is certainly such a provision, although in a simple form.

The City did present Exhibit C-120 which indicates that every other jurisdiction in the Oakland County Communities also have such a clause, the terms of each of which are quite different from each other.

There is no question that the contract should contain a management rights clause.

The only question is whether or not the language proposed by the City is adequate. A review of the clause in other contracts (Ex. C-120) supports the claim that some are less and some are most inclusive than that of the City. The essence of the proposed clause is that all rights the City had prior to the contract are retained except such as have been granted to the Union. To spell out all those rights does not add to the effectiveness of the clause, except to clarify those rights.

The Union presented no evidence that there is anything wrong with the City's proposed language nor that it takes any rights away from the employees. It is our judgment that the proposed language is quite adequate.

Award

The panel does hereby award the City's proposal.

Issue No. 7 - Hours of Employment (Section 501)

City's Proposal

The City desires to amend Section 501 of the last contract to:

1. Correct it to existing conditions by changing "four (4) platoon system" to "three (3) platoon system."

2. Clarify the section by adding that the platoon system shall remain in effect "for those operations which are conducted on a continuous basis."

3. Reduce the 90-day notification period to 30 days.

4. Update it by changing the term "Association" to "Union."

5. Delete the provision that "Any changes in the four (4) platoon system shall result in at least 104 leave days per year with a minimum of seven (7) leave days in any 30-day period.

Union's Position

The Union wants to continue the language of the last contract.

The evidence indicates that there is, in fact, only a 3-platoon system in operation, only for the uniform patrol division, wherein the officers are assigned to three eight-hour shifts each day (Tr. 167-168). The others do not work on a three platoon system. Exhibit C-122 also reveals that in the Comparable County communities, no other jurisdiction has a contractual restriction on the platoon system, no matter how many platoons there are. It also shows only three of such

communities have any notice requirement for schedule changes, and of these, two have no time requirement at all, and one, Troy, requires only a 24 hour notice. Furthermore, none of these 10 contracts provide any minimum number of contractual leave days.

The City argues that it desires to update the language of the last contract to reflect the Department's current practice, to obviate problems created by the current language and to bring the City's contract in line with those of comparable communities.

We do find that there is ample evidence to support the City's position and its proposal should be awarded.

Award

The panel awards the City's proposal.

Issue No. 9 - Grounds for Loss of Seniority (Sec. 603)

City's Proposal

The City proposes to add to Section 603 of the last contract additional grounds for loss of seniority, as follows:

1. Lay-off for one (1) year.

2. Absence without reasonable and legitimate excuse for 2 consecutive working days and without notice to the City of the excuse within two (2) days, or a reasonable and ligitimate excuse for failing to notify the City within 2 days.

3. Failure to return from a leave of absence.

Union's Position

The Union desires to continue the Section as it is in the last contract.

Taking each ground separately, and referring to other jurisdictions in the Comparable Communities, (Ex. C-124) we find, on the first item of the proposal, that four communities have a similar provision, two requiring 2 years of layoff or length of seniority, whichever is less, one requiring 3 years of seniority, whichever is less, and one requiring only one year's lay-off. It is well-known that similar provisions are common in labor contracts. But to conform more closely to the practice in comparable communities, one-year on lay-off is too short and should be two-years or the length of the employee's seniority, whichever is shorter.

With reference to absences, without excuse, Exhibit C-124 shows that all, except one, of the Comparable Communities, provide for loss of seniority after a varying number of days; four after 3 days, one after 2 days, three after 1 day (we construe Birmingham and Madison Heights as after 1 day). The chairman finds a need here to change the number of days to the more prevalent situations, namely after 3 days instead of 2.

The portion dealing with failure to return from a leave

of absence, all the comparable communities, except three, have similar provisions.

The panel believes that the City's proposal, but as revised above, should be adopted.

Award

The City's proposal is hereby awarded provided that on lay-offs, the period of time be changed to two years or the length of seniority, whichever is lesser, and on unauthorized absences after three (3) days instead of 2.

Issue No. 10 - Work Out of Classification - (Sec. 604)

There appears to be no issue on this question since the City's Brief, page 69, indicates that during the hearings it became clear that both the City and the Union desired to retain the language of the last contract.

Therefore, no award is made. (Sec. 604)

Issue No. 11 - New or Changed Jobs.

A portion of Section 604 provides in effect, that upon the creation of a new job which does not fall within the existing classification of patrolman, the parties shall negotiate a salary rate for the new classification and it shall be filled by a competitive examination.

City's Proposal

The effect of the City's proposal set forth in Exhibit C-41 is to provide that in any such instance, the City must notify the Union, and establish a new rate for it; within 30 days thereafter, the Union may request that the rate be negotiated, and if no request is made, the City's rate shall be final.

Union's Position

The Union wishes to retain the language of the last contract.

In its Brief, pages 70-71, the City argues that this change is necessary to clarify the question of lateral transfers (i.e. assignments within the classification of patrolman among the various divisions, such as juvenile, detective and road patrol). It says that the Union requires, under Section 604, that all such lateral transfers must be by competitive examination which is cumbersome and time-consuming.

However, an analysis of both the old section 604 and the City's proposal has nothing to do with lateral transfers. They both deal with new or changed classifications. There is no provision in the old contract distinquishing between officers in the three divisions. There is only one rate for all three divisions, based upon length of service.

We do not find anything in the contract which requires a competitive examination on any transfers between divisions. There is no provision for any classification but patrolman; higher classifications such as corporals, detectives, sergeants, etc., are excluded (U.-24, Section 102). Therefore, the problem at hand cannot arise except upon the creating of a new classification, and a patrolman is such in any division.

It seems to the Chairman that the parties have misconstrued section 604.

The City's proposal would not, in my opinion, solve the problem argued by the City in its Brief, but would simply provide a more expeditious method of establishing a salary rate for a new classification.

In view of the foregoing, Exhibit C-125 which indicates that in none of the Comparative communities is there a contractual requirement that new or changed jobs be subject to competitive examinations is not responsive to the issue as argued by the City. Accordingly, no ruling can be made.

Award

The City's proposal is not awarded.

Issue No. 12 - Lay-off and Recall - (Section - New)

City's proposal

The City proposes to add a new subsection (B-1) to Section 702 of the last contract which would require the lay-off of

"probationary, seasonal and part-time" employees first in the event of a reduction in force.

Union's Position

The Union desires to retain the provision of the last contract which requires lay-offs according to departmental seniority.

It is contended by the City that its proposal was recently negotiated in the AFSCME contract and is a "common employer practice."

The foregoing contentions are true, but no other evidence was presented by either party. Further, we have nothing to help us determine the reasonableness or effect of the City's proposal in this particular jurisdiction. Accordingly, we will not award the City's proposal.

Award

The panel does not award the City's proposal.

Issue No. 17 - Grievance Procedure - (Section 1003 - A)

The only difference on this question is whether the language of Section 1003 should be enlarged to include that grievances involving the discharge or discipline of an employee for cause is to be processed "in accordance with the provisions of the Farmington Township Police and Fire Protection Ordinance and Police Manual" or "in the Municipal Code as adopted by the City."

It would seem that there should not even be an alternative for it may confuse the procedure to be followed. Also, since we do not have before us anything by which the two codes may be compared, we cannot determine whether any employees rights are taken away by the Municipal Code.

Our suggestion is that no ruling be made on this issue at this time and when the Municipal Code is available (it being our understanding that it is now being printed) the parties may agree, or this panel may make a supplemental award.

Award

No award is made on this issue.

Issue No. 18 - Grievance Procedure - Power of Arbitrator (Sec. 1003)

City's Position

The parties negotiated a Section on the powers of the arbitrator, (Ex. C-32), but the Union refused to go to the extent desired by the City. The City wants two additional restrictions on the powers of the arbitrator, namely:

1. That an arbitrator hearing a grievance dispute could not "imply" restrictions on the City and would have to make his decision based on the clear language of the contract (Brief, p. 81), and

2. The arbitrator in a grievance dispute would have no power to specify the terms of a new agreement. (Brief, p. 81)

It points out that almost the identical provisions were negotiated with AFSCME.

However, the fact that one of its contracts has such a clause does not establish that the desired particulars are prevalent in the comparable communities. No such evidence was presented.

Furthermore, the Union did agree to a reasonably complete restriction on the powers of the arbitration, and the proposed additional demands of the City, in our opinion, are of little or no use, especially since the panel has awarded the City's proposal on Management Rights.

Award

The City's proposal is not awarded.

Issue No. 19 - Sole Remedy (Sec. 1003)

City's Position

The City desires a section to prevent an employee with a grievance from "taking two bites of an apple," by restricting his right to follow the grievance procedure and also take some other legal remedy such as filing a civil rights complaint before the Michigan Civil Rights Commission. The proposal would require the grievant to elect to do one or the other but not both.

But, no evidence was presented that such restriction prevail in the comparable community contracts.

Furthermore, I seriously question the validity of such a restriction, without being authorized by statute. Such a situation arose some years ago in the Wayne County Civil Service Commission where a grievant proceeded to assert his rights under the Civil Service Act and then also asserted his rights under the Veteran's Act. In that instance, statutory authority was required.

The panel finds no basis to award the City's proposal.

Award

The panel does not award the City's proposal relative to "Sole Remedy."

Issue No. 20 - No Strike Clause

City's Proposal

On this issue, the parties have agreed on a no-strike clause, but the City desires to include that no member of the Union shall take part in "curtailment of work", as well as strikes, sit-downs, etc.; and also desires that there shall be no interference with the operations of the City "of any kind for any reason." (Ex. C-51)

The Union objects to the two additions.

Exhibit C-127 indicates that in the Comparable Communities, all but one have a no-strike clause, five provide, in addition, for no interference, five provide for no curtailment, but there is no explanation as whether any guarantee no interference

"of any kind" nor "for any reason." The latter are not popular clauses in labor contracts and, I believe, quite rare; especially the ones which covers "for any reason."

We also note that the portion agreed upon grants to the City, the right to obtain injunctive relief.

Under these circumstances, we believe the panel should award all of the City's proposal, except that which reads "of any kind for any reason."

Award

The panel awards the City's proposal, but not the phrase "of any kind for any reason."

Issue No. 21 - City and Departmental Rules - Sec.

City's Proposal

The City proposes a new section establishing its right to make and enforce "City rules and/or Departmental rules and regulations, not in conflict with the terms of this Agreement, governing discipline, health and safety, duties, rules of conduct and work rules. (Ex. C-52) It also agrees to give one day notice prior to the effective date.

Union's Position

The Union's position is assumed to be opposed, since the last contract is silent on this question and it made no proposal of its own.

In the Comparable Communities, Exhibit 128 indicates that all of them may adopt new rules not in conflict with the contract. It also shows that none of them require that any advance notice be given, except Royal Oak, where notice except in case of emergency.

In studying these provisions, we find that, in fact, six have such clauses, while the others relate more to management rights.

At any rate, it is clear that the prevailing number do have the right to establish and maintain rules and regulations and therefore should be awarded to the City. However, in our opinion, one day notice is not reasonable. It should be at least ten days.

Award

The panel awards the City's proposal, but extends the notice period to ten days prior to the effective date.

Issue No. 27 - Residence (new)

City's Proposal

The City desires a new section in the contract which requires new employees to become residents of the City within 90 days after completing their probationary period, or in the City's discretion to waive that requirement. Further, it provides that employees hired prior to July 1, 1975, who were not

then residents of the City would be exempt from the above requirement until such time as they would change their present residence, and thereupon would be required to become residents. (Ex. C-58)

Union's Position

The Union made no proposal on residency and is opposed to the above.

The evidence presented by the City (Ex. C-148) reveals that 24 of 37 officers now reside outside the City limits; that 3 live some 40 to 45 minutes driving time away; and that in cases of emergency, particularly weather emergencies, major problems are created in not being able to obtain sufficient officers on duty because they are too far away. The City therefore desires to start bringing their officers closer into the City, but over a long period of time, namely, only when an officer who lives outside the City wants to change his residence; and in such case, he would be required to located within the City.

Exhibit U-156, the POAM report shows that of 240 communities, only 86 have no residency requirements.

The City also points out that in two recent arbitrations (Harper Woods and Hamtramck) residency requirements have been awarded.

There is no doubt in my mind that to require a police officer to live in the community in which his duties are discharged is of great public interest. He should be readily available to cover emergency situations. His job is not like that of a clerk. The more difficult conditions become the more he is needed.

The City's proposal is not a drastic one for it does not require an immediate move. Only in the event he is to change his location is he required to do so within the City. And he has ample choice within the city's 36 square miles to find a residence to his liking. It appears that the City's proposal is reasonable and should be awarded.

Award

The panel hereby awards the City's proposal on residency.

SUMMARY OF AWARDS

Economic Issues

Issue No.

29 - Wages - The Panel hereby awards a 38 month term, running from April 1, 1975 through June 30, 1978, based on the applicable factors set forth in Section 9 of the Act.

1 - Tentative Agreements - The Panel hereby awards the tentative agreements made by the parties during negotiations, and as listed in Appendix D hereof, based on the applicable factors of Section 9 of the Act.

4 - Compensation - The Panel hereby awards the salary rates proposed by the City as set forth in its last best offer, with the same step increases of the former contract, which more nearly complies with the applicable factors of Section 9 of the Act.

5 - Cost-of-Living Clause - No award is made on this issue since all parties and the panel agreed that such a clause was not demanded, nor intended to be considered by the Union.

6 - Shift Differential - The proposal of the City is awarded, as set forth in its last best offer, as it more nearly complies with the applicable factors of Section 9 of the Act.

8 - Hours of Employment - The Panel hereby awards the provisions of the last contract relating to lunch periods, as more nearly complying with the applicable factors of Section 9 of the Act.

13 - Holidays - The Panel awards the City's last best offer on holidays, as set forth in Appendix A, as it more nearly complies with the applicable factors of Section 9 of the Act.

14 - Sick Leave - The Panel hereby awards the provisions of the last contract (Appendix B) on Sick Leave, as they more nearly comply with the applicable factors of Section 9 of the Act.

15 - Funeral Leave - The Panel hereby awards the provisions of the last contract on Funeral Leave, (Appendix B) as more nearly complying with the applicable factors of Section 9 of the Act.

16 - Insurance - The Panel hereby awards the City's last best offer on Insurance, as set forth in Appendix A, as more nearly complying with the applicable factors of Section 9 of the Act.

22 - Duty-Related Disabilities - The Panel hereby awards the City's last best offer on Duty-Related Disabilities, as set forth in Appendix A, it more nearly complying with the applicable factors of Section 9 of the Act.

23 - Two-Man Cars - The Panel hereby awards the City's last best offer on Two-Man cars, as set forth in Appendix A, as it more nearly complies with the applicable factors of Section 9 of the Act.

24 - Physical Examinations - The Panel hereby awards the City's last best offer as set forth in Appendix A, as it more nearly complies with the applicable factors of Section 9 of the Act.

25 - Most-Favored Nation's Clause - The Panel hereby awards the City's last best offer on the Most-Favored Nation's Clause, as provided in Appendix A, it more nearly complying with the applicable factors of Section 9 of the Act.

26 - Mandatory Leaves - The Panel does not award the City's proposal on Mandatory Leaves, as set forth in Appendix A, since it does not more nearly comply with the applicable provisions of Section 9 of the Act.

28 - Leaves of Absence - The Panel hereby awards the City's last best offer on Leaves of Absence, as set forth in Appendix A, it more nearly complying with the applicable factors of Section 9 of the Act.

Non-Economic Issues

2 - Scope of Contract - The Panel hereby awards the City's last best offer entitled "Scope of Contract" as provided in Appendix A, based upon the applicable factors of Section 9 of the Act.

3 - Management Rights Clause - The Panel hereby awards the City's last best offer, on Management Rights, as set forth in Appendix A, based upon the criteria of Section 9 of the Act.

7 - Hours of Employment - The Panel awards the City's last best offer on hours of employment, as set forth in Appendix A based upon the applicable factors of Section 9 of the Act.

9 - Grounds for Loss of Seniority -
The panel hereby awards the City's proposal on the grounds for loss of seniority, modified, however, that on lay-offs, the period of time be changed to two (2) years or the length of seniority, whichever is lesser, and also that on unauthorized absences, the time period be amended to after three (3) days instead of two days, based upon the applicable factors of Section 9 of the Act.

10 - Work Out of Classification - No award is made, since the parties agreed to retain the language of the last contract.

11 - New or Changed Jobs - The City's proposal is not awarded.

12 - Lay-off and Recall - The panel does not award the City's proposal.

17 - Grievance Procedure - No award is made.

18 - Powers of Arbitrator - The City's proposal is not awarded.

19 - Sole Remedy - The City's proposal is not awarded.

20 - No-Strike Clause - The panel hereby awards the City's proposal, as set forth in Appendix A, but without the phrase "of any kind for any reason" provided therein, based upon the criteria of Section 9 of the Act.

21 - City and Departmental Rules - The City's proposal is hereby awarded, amended, however, to provide for a notice of at least ten (10) days before becoming effective.

27 - Residence - The panel hereby awards the City's proposal on "residence", as set forth in Appendix A, based upon the applicable factors of Section 9 of the Act.

By Order of the
Arbitration Panel

Thomas V. Lo Cicero, Chairman

Joseph Valenti,
Union's Representative

Charles E. Keller,
City's Representative

DATED: March 31, 1977

CITY EXHIBIT 33

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF THE PARTIES

SCOPE OF CONTRACT - SECTION A

Expired Contract (Section 301):

This Contract includes each and every agreement entered into between the Employer and the Association with respect to those subjects for which the Association is authorized to act as a representative of the Bargaining Unit. Matters not specifically included within this Contract shall be governed by the provision of the Farmington Township Police and Fire Protection Ordinance and the rules and regulations promulgated thereunder, as well as the laws of the State of Michigan.

City Position:

SECTION A. This Contract includes each and every agreement entered into between the City (1) and the Union with respect to those subjects for which the Union is authorized to act as a representative of the Bargaining Unit. Matters not specifically included within this Contract shall be governed by the provisions of the Municipal Code and the rules and regulations which are promulgated thereunder, as well as the laws of the State of Michigan.

Union Position: Retain language of the expired contract.

(1) Underlining indicates change in language.

APPENDIX A

CITY EXHIBIT 34

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF THE PARTIES

SCOPE OF CONTRACT - SECTION D

Expired Contract: Silent

City Position:

SECTION D. The City Council on its own behalf and on behalf of its Electors, 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 are reserved to and remain vested in the City Council, 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 to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation; (b) to introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased; (c) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations; (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 new employees, to assign and lay off employees; (g) to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to discipline, suspend, and discharge employees for cause. The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain within the rights of the City, whether or not such rights have been exercised in the past.

Union Position: No Proposal

CITY EXHIBIT 35

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

REMUNERATION SECTION A - WAGES

Expired Contract (Section 401.B)

B. Employees employed on and after January 1, 1972:

0-12 Months

12-24 Months

24-36 Months

Over 36 Months

City Position:

SECTION A. Annual base rates of pay applicable to members of the Collective Bargaining Unit shall be as follows:

0-12 Months
12-24 Months
24-36 Months
over 36 Months

Union Position: Retain language in the expired contract.

CITY EXHIBIT 36

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

REMUNERATION SECTION E - SHIFT DIFFERENTIAL

Expired Contract (Section 406) and City Position

SECTION E. It is understood and agreed by the parties to this Agreement that the work assignments under Section of this Contract shall be scheduled in such a manner that each patrolman who is assigned to those operations which are conducted on a continuous basis, (1) shall, in the course of a year, be rotated among the day, afternoon, and midnight shifts, so that his time served on each shift will be approximately equal. It is also understood and agreed that these rotations will be made at reasonably frequent intervals. In the event that a patrolman is indefinitely scheduled to work other than the day shift or in the event that the rotation promulgated by the Director of Public Safety should provide for a rotation less frequently than every calendar month, the employees required to work the afternoon and midnight shifts shall, after the first calendar month on such shift, be entitled to receive the following "shift differential".

A. For each hour worked during the afternoon shift, an additional 15¢ per hour.

B. For each hour worked during the midnight shift, an additional 20¢ per hour.

C. The exact hours constituting the day shift, afternoon shift, and midnight shift shall be subject to establishment by the Director of Public Safety in accordance with the authority granted to him under Section . The day shift, however, shall not begin prior to 7:00 in the morning nor end after 6:00 in the evening. The 8-hour shift following the end of the day shift shall be known as the afternoon shift and the 8-hour shift preceding the day shift shall be known as the midnight shift.

This Section shall not apply to an employee who is assigned to the afternoon or midnight shifts at his own request.

(1) Underlining denotes change from existing Contract.

Union Position: Retain language of expired Contract. See C-121

CITY EXHIBIT 37

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

HOURS OF EMPLOYMENT - SECTION A - PLATOON SYSTEM

Expired Contract (Section 501):

It is recognized that the work assignments shall be scheduled by the Director of Public Safety and his delegate and said work schedule shall be prepared to achieve the maximum efficiency and maintain maximum manpower on duty. It is further recognized that the current four (4) platoon system shall remain in effect and shall not be changed without ninety (90) days notification and discussion with the Association. It is further acknowledged and agreed that the four (4) platoon system results in a total of One hundred and four (104) leave days per year, which are in addition to any other absences of which might be authorized pursuant to this agreemtnt. Any changes in the four (4) platoon system shall result in at least One hundred and four (104) leave days per year with a minimum of seven (7) leave days in any thirty (30) period.

City Position:

SECTION A. It is recognized that the work assignments shall be scheduled by the Director of Public Safety or his delegate and said work schedule shall be prepared to achieve the maximum efficiency and maintain maximum manpower on duty. It is further recognized that the current three (3) (1) platoon system shall remain in effect for those operations which are conducted on a continuous basis and shall not be changed without thirty(30) days notification and discussion with the Union.

(Underlining denotes language change)

~~Union Position:~~ Retain language of expired contract.

CITY EXHIBIT 38

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

HOURS OF EMPLOYMENT - SECTION B - LUNCH PERIOD

Expired Contract (Section 502):

Employees shall be entitled to thirty (30) minutes off for lunch during an eight hour shift, without deductions in pay. Further, an officer is entitled to an extra ten (10) minutes for lunch if for good reason he is unable to complete his lunch in the thirty (30) minutes. The time of lunch shall be at the discretion of the individual employee, but shall not be taken at such time as to interfere with his regular police work.

City Position:

SECTION B. Employees shall be entitled to thirty (30) minutes off for lunch during an eight (8) hour shift, without deductions in pay. The time of lunch shall be at the discretion of the individual employee upon the approval of the appropriate command officer, and shall not be taken at such time as to interfere with his regular police work.

Union Position: Retain language of expired Contract.

See C-1 & 3

CITY EXHIBIT 39

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

Seniority - Section C - Loss of Seniority

Expired Contract (Section 603):

An employee shall lose his seniority if he voluntarily leaves the employment of the Township or if he is discharged and the discharge is not reversed through the grievance procedure.

City Position:

SECTION C. An employee shall be terminated and lose his seniority rights if he:

1. Quits.
2. Is discharged and not reinstated.
3. Is laid off for a period of one (1) year. (1)
4. Is absent without a reasonable and legitimate excuse for two (2) consecutive working days and without notice to the City of such excuse within the two (2) days or a reasonable and legitimate excuse for failing to so notify the City within the two (2) days.
5. Fails to return from a leave of absence at the designated time.
6. Retires.

Union Position: No Proposal

(1) Underlinging indicates areas in dispute; the parties have agreed to the balance of the language.

CITY EXHIBIT 40

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

WORK OUT OF CLASSIFICATION

Expired Contract (from Section 604)

If an employee is temporarily assigned to a higher paid classification for sixty (60) consecutive days or more, he will be paid at the appropriate rate of that higher classification for all such time from the first day of the assignment in that classification. This paragraph shall not apply to specific training assignments as designated by the Director of Public Safety, which assignments shall not exceed ninety (90) days in length.

City Position: Retain present contract language

Union Position: Retain present contract language

CITY EXHIBIT 41

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

NEW OR CHANGED JOBS

Expired Contract (from Section 604)

Any new work classifications in addition to or differing from the classification of patrolman shall be on the basis of competitive examination and further, compensation for said classification shall be the subject of negotiations between the parties hereto.

City Position:

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The City will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the City to negotiate on the matter. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

Union Position: Retain language of expired Contract.

CITY EXHIBIT 42

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

LAYOFFS AND RECALL - SECTION B - PROCEDURE

Expired Contract: Silent.

City Position:

SECTION B. In the event of a layoff, the following procedures shall be followed:

I. Probationary, seasonal, and part-time employees will be laid off first.

Union Position: No Proposal.

CITY EXHIBIT 43

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

HOLIDAYS - SECTION A - DESIGNATION

Expired Contract (Section 801) and City Position:

SECTION A. The following are designated as Holidays for all members of the Bargaining Unit:

New Year's Day
Washington's Birthday
Good Friday Afternoon (one-half (1/2) day (1)
Lincoln's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
December 24th Afternoon (one-half (1/2) day
Christmas Day
December 31st Afternoon (one-half (1/2) day

SECTION B. Because the City of Farmington Hills Police Department must maintain its operation on every day of the year, the employees of this Bargaining Unit are required to work on their regular shift even though that shift may fall upon one of the above holidays. The employees shall, therefore, be entitled to eleven and one-half (11 1/2) (1) days extra pay computed at straight time in lieu of the above holidays. Such sums shall be paid in one lump sum the third pay day prior to Christmas. Employees who are required to work Christmas, Thanksgiving, and the 4th of July shall, in addition to holiday pay provided for herein, be entitled to be paid double time for Christmas, Thanksgiving and the 4th of July holiday actually worked. Only regularly scheduled patrol personnel shall receive the additional compensation for Thanksgiving, Christmas and the 4th of July.

(1) Underlining indicates additions to expired Contract.

City Position: Retain present contract language with above identified change.

Union Position: Retain language of the expired contract.

CITY EXHIBIT CC

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

Sick Leave

Expired Contract (Sections 807, A,B,C):

"A. Employees shall be entitled to absence without loss of pay for sickness or other good cause upon application by the employee. It is specifically understood that this type of absence is not to be considered as additional vacation or holiday, but is to be taken only when some compelling necessity prevents the employee from performing his assigned duties. An employee may be granted up to fifteen (15) days under this provision in any one fiscal year.

B. Unused "sick leave days" not taken in any one fiscal year may be accumulated for use in the future, but such accumulation shall not exceed One hundred and thirty (130) days during the fiscal year beginning April 1st, 1972; One Hundred and forty (140) days during the fiscal year beginning April 1st, 1973; and One hundred and fifty (150) days during the fiscal year beginning April 1st, 1974, and thereafter.

C. In the event of death or termination for any other reason, an employee shall be paid in cash, fifty (50%) percent of his accumulated sick leave days at his then current rate of pay."

City Position:

SECTION A. Permanent full-time seniority employees will earn and be credited with one and one-quarter (1 1/4) work days of sick leave credit for each calendar month of service. In order to earn a day of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

SECTION B. Employees shall be entitled to absence without loss of pay for sickness or other good cause upon application by the employee. It is specifically understood that this type of absence is not to be considered as additional vacation or holiday, but is to be taken only when some compelling necessity prevents the employee from performing his assigned duties.

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

Sick Leave (continued)

City Position (continued):

SECTION C. Unused sick leave days shall accrue and may be accumulated up to a maximum of one hundred fifty (150) days.

SECTION D. Payment for accumulated sick leave will be made only on the following basis: If an employee has seniority, he will be paid for one-half (1/2) of accumulated unused sick leave up to a maximum of one hundred fifty (150) days (i.e. the payment under this section may not exceed seventy-five (75) days pay) if employment is terminated by:

1. Death.

2. Retirement under the provisions of this Agreement.

3. Voluntary resignation if the employee provides the City with at least two (2) weeks advance written notice of the resignation.

Union Position: Retain language of expired Contract.

CITY EXHIBIT 45

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

FUNERAL LEAVE

Expired Contract (Section 808):

In case of death occurring in the employee's immediate family requiring his absence and during a duty period, the employee may be granted a leave of absence with pay for such period, not to exceed four (4) days, as will be necessary in the particular circumstances. The grant of any such leave and the amount thereof shall be approved by the Director of Public Safety. "Immediate Family" is defined as (1) the employee's wife, husband, child, brother, sister or parent, or (2) any relative of the employee living in the same household, and his mother-in-law and father-in-law.

City Position:

SECTION A. In case of death occurring in the employee's immediate family requiring his absence and during a duty period, the employee may be granted a leave of absence with pay for such period, not to exceed four (4) consecutive days, as will be necessary in the particular circumstances, one day of which (1) shall be the day of the funeral. The grant of any such leave and the amount thereof shall be approved by the Director of Public Safety. "Immediate Family" is defined as (1) the employee's wife, husband, child, brother, sister or parent, or (2) any relative of the employee living in the same household, and his mother-in-law and father-in-law.

(1) Underlining denotes language change.

Union Position: Retain language of expired Contract.

CITY EXHIBIT 46

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

INSURANCE - SECTION A - BLUE CROSS

Expired Contract (Section 902): Coverage Under Blue Cross Contract #68913

City Position:

SECTION A. The City agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the Blue Cross-Blue Shield currently in force for permanent full-time employees.

Union Position: Retain language of expired Contract.

CITY EXHIBIT 67

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

INSURANCE - SECTION C, D, E, F

Expired Contract: Silent

City Position:

SECTION C. The City agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish permanent full-time employees the disability insurance currently in force.

SECTION D. An eligible full-time employee shall become insured as soon as permissible under the insurance contract under the insurance plans set forth in Sections A and B of this Article, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

SECTION E. Except as otherwise provided in this Agreement, the insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any leave of absence or is laid off, provided that, subject to the approval of the insurance carrier, said coverage will continue for that period for which the City has prepaid the premium for such employee.

SECTION F. Eligibility, coverage and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. With reference to the insurance set forth in Sections B and C above, the City will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that there shall be no reduction of benefits. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

Union Position: No Proposal

CITY EXHIBIT 48

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

GRIEVANCE PROCEDURE - SECTION B - EXCLUSION OF DISCIPLINE

Expired Contract (Section 1003 A):

A. If the girevance involves the discharge or discipline of an employee for cause, it shall be processed in accordance with the provisions of the Farmington Township Police and Fire Protection Ordinance and Police Manual.

City Position:

SECTION B. If the grievance involves the discharge or discipline of an employee for cause, it shall be processed in accordance with the provisions of the Farmington Township Police and Fire Protection Ordinance (or the Municipal Code as adopted by the City) and the Police Manual. (1)

Union Position: Retain language in the expired contract.

(1) Underlining denotes additional language.

CITY EXHIBIT 29

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

GRIEVANCE PROCEDURE - SECTION G - POWERS OF ARBITRATOR

Expired Contract: Silent

City Position:

SECTION G. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

(a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(b) He shall have no power to establish salary scales or change any salary.

His powers shall be limited to deciding whether the City has violated the express Articles or Sections of this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

He shall have no power to decide any questions which, under this Agreement, is within the responsibility of management to decide, except as they may be specifically conditioned by this Agreement. It is further specifically understood that the Arbitrator shall have no power to specify the terms of a new agreement or to substitute his discretion for that of any of the parties hereto. (1)

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

(1) Indicates language in dispute; the parties have agreed to the balance of the language.

Union Position: No proposal.

CITY EXHIBIT 50

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

GRIEVANCE PROCEDURE - SECTION J - SOLE REMEDY

Expired Contract : Silent

City Position:

SECTION J. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

Union Position: No Proposal

CITY EXHIBIT 5

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

NO STRIKE CLAUSE

Expired Contract: Silent

City Position:

SECTION A. During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any strike, sit-down, stay-in, slow down, work stoppage, curtailment of work, (1) concerted improper use of paid leave time, restriction of work, or interference with the operations of the City of any kind for any reason, including a labor dispute between the City and any other labor organization.

SECTION B. In the event of such prohibited conduct, the Union shall immediately instruct the involved employees in writing, with a copy to the City, that their conduct is in violation of the contract and that they may be disciplined and/or discharged, and further shall instruct all persons to immediately cease the offending conduct. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article.

SECTION C. In the event of a violation of this Article, the City shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

(1) Underlining denotes language in dispute; the parties have agreed to the balance of the language.

Union Position: No Proposal.

CITY EXHIBIT 52

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

CITY AND DEPARTMENTAL RULES

Expired Contract: Silent

City Position:

SECTION A. The City shall continue to have the right to establish, adopt, change, amend and enforce City rules and/or Departmental rules and regulations, not in conflict with the terms of this Agreement, governing discipline, health and safety, duties, rules of conduct and work rules.

SECTION B. New or amended work rules and/or regulations will be announced one (1) day prior to their effective date.

Union Position: No Proposal.

CITY EXHIBIT 53

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

DUTY RELATED DISABILITIES

Expired Contract (Section 1104) and City Position:

ARTICLE ____ - DUTY RELATED DISABILITIES

SECTION A. An employee who is disabled and unable to work because of a duty connected illness or injury shall be entitled to receive ninety-five (95%) percent of his regular pay, including sums received by way of weekly benefits under the Michigan Workmen's Compensation Law, any other disability benefits provided by law and any disability insurance provided for by this Agreement (i.e. the City will pay the difference, if any, between all such payments and ninety-five (95) percent of the employee's regular straight-time pay) for the period of his disability, but not to exceed twenty-four (24) months from the date of injury or illness. A duty-connected illness or injury shall be such an injury or illness which is compensable under the provisions of the Michigan Workmen's Compensation Law. No charge will be made against the disabled employee's accumulated sick leave during this period. Such an employee will be placed on a leave of absence pursuant, and subject to, Article ____, Section ____, Leaves of Absence.

At the expiration of said two (2) year period, the disabled employee shall be entitled to make use of his accumulated sick leave in accordance with the procedure established in the police procedure manual for disability leave. During a disability leave, the employer shall maintain hospital, medical, surgical and life insurance in force.

SECTION B. An employee who is unable to work as the result of a duty-connected disability, shall accumulate sick leave on the same basis as if he were actually working, but he shall not be entitled to vacation for the period in which he is on duty-connected disability.

SECTION C. When an employee is physically able, he will accept a limited duty assignment pursuant to Article ____ - Limited Duty.

(1) Underlining denotes language added to the expired Contract language.

Union Position: Retain language of expired Contract.

CITY EXHIBIT 54

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

TWO MAN CARS

Expired Contract (Section 1105):

On the afternoon shift and the midnight shift, the Police Department shall assign not less than two (2) full time police officers to each of two (2) patrol cars.

City Position: Delete this provision from the Contract.

Union Position: Retain language of expired Contract.

CITY EXHIBIT 55

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

Annual Physical Examination

Expired Contract (1106):

"Physical Examination

An officer shall have a yearly physical examination by the employer's doctor at the employer's expense."

City Position: Delete from Contract.

Union Position: Retain language of expired Contract.

CITY EXHIBIT 56

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

Most Favored Nations Clause

Expired Contract (1108):

> "Employees, within the Bargaining Unit, shall be entitled to participate in all insurance plans or other fringe benefits granted to other employees of the Township, including any extra holidays. If the Township grants or agrees to a Union Security clause to any other labor organization which is stronger or more far reaching than the Deduction of Union Dues clause in Article II of the Contract, the Farmington Township Police Officer's Association shall be entitled to the same treatment, (subject to interpretive letter)."

City Position: Delete from Contract.

Union Position: Retain language of expired Contract.

CITY EXHIBIT 57

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

MISCELLANEOUS - SECTION G - MANDATORY LEAVES

Expired Contract: Silent

City Position:

SECTION G. The City reserves the right to require an employee to take an involuntary sick or health leave of absence, according to the terms of Article , Section , Leaves of Absence, if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties in the opinion of the City. Such disability shall be deemed just cause for the purposes of this Article. The City may terminate the employee at the expiration of the voluntary or involuntary health leave of absence, if the employee is not able to return to work pursuant to this Section.

Union Position: No Proposal.

CITY EXHIBIT 58

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

RESIDENCY

Expired Contract: Silent

City Position:

SECTION A. All employees shall, as a condition of continued employment, be residents and reside within the corporate city limits of the City of Farmington Hills, Michigan.

SECTION B. The City may, in its sole discretion, employ new employees without regard to the requirements of Section A of this Article, provided that such new employees become residents and reside within the corporate limits of the City of Farmington Hills, Michigan, within ninety (90) days after successfully completing the probationary period of employment.

SECTION C. Employees, who on July 1, 1975 were not residents and did not reside within the corporate city limits of the City of Farmington Hills, Michigan, will be exempt from the provisions of Section A of this Article, providing that said employee shall (at such time as they change their place of residence from the one held, as shown by the City's records, on July 1, 1975) become residents and reside within the corporate city limits of the City of Farmington Hills, Michigan.

Union Position: No proposal.

CITY EXHIBIT 59

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

POSITION OF PARTIES

LEAVES OF ABSENCE

Expired Contract: Silent

City Position:

ARTICLE - LEAVES OF ABSENCE

SECTION A. The City, in its sole discretion, may grant a temporary written leave of absence to bargaining unit employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the Director or his designated representative and approved by him, or his designated representative, in writing, prior to the start of the leave. Such leave may be extended upon written approval by the City.

SECTION B. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

Settled

SECTION C. A seniority employee who has earned seniority at the time the leave is to commence who is unable to perform his assigned duties because of personal illness or disability and who has exhausted all sick leave available shall, at the written recommendation of a physician certifying the employee's inability to perform his duties, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to the length of the employee's seniority or eighteen (18) months (twenty-four (24) months in the case of duty related disabilities as set forth in Article - Duty Related Disabilities), whichever is less. A written request for such a leave must be submitted to the City Manager prior to the start of the leave. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the City in writing of his intent to return to work accompanied by a written statement from a physician selected pursuant to Article , Section , certifying the physical and mental fitness of the employee to fulfill his duties. Upon expiration of the leave , the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave.

SECTION D. The City reserves the right to require an employee to take a health leave of absence pursuant to this Section at any time during the employee's pregnancy if the employee is unable to satisfactorily perform her assigned duties. A seniority employee who has earned seniority at the time the leave is to commence who is unable to perform her assigned duties shall, at the written recommendation of a physician, be granted a maternity leave of absence without pay or fringe benefits for the duration of said disability, up to the length of the employee's seniority or (eighteen (18) months), whichever is less. A written request for such a leave must be submitted to the City Manager as soon as possible after the

pregnancy has been determined. When the employee can furnish her physician's statement certifying her fitness to perform her assigned duties and the expected delivery date, she shall be allowed to continue to work provided that the City reserves the right to require whatever additional medical certification of the employee's fitness to perform her assigned duties that it deems necessary. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the City in writing of her intent to return to work accompanied by a written statement from a physician selected pursuant to Article , Section , certifying the physical and mental fitness of the employee to fulfill her duties. Upon expiration of the leave, the employee will be returned to her former classification, providing her seniority so entitles her and she can perform the available work. Upon return, the employee will be credited with any unused sick leave held at the start of the leave and will be placed on the same position of the current salary schedule that was held at the start of the leave.

SECTION E. All leaves shall be in writing signed by the City and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

SECTION F. Any employees who seeks and/or obtains employment while on leave of absence shall be automatically terminated from the City effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose or the City Manager grants written permission.

SECTION G. Except as otherwise specifically provided in Article Duty Related Disabilities, no benefits of any kind will be earned or accrued to, an employee during any leave of absence set forth in this Article. Seniority only for purposes of Article - Layoff and Recall shall accumulate for the first one hundred twenty (120) calendar days of any approved leave of absence set forth in this Article, however such time on leave shall not be considered as time worked for any other purpose under this Agreement.

SECTION H. If an employee suffers a duty related disability (as defined in Article - Duty Related Disabilities) and, if it is ascertained that the nature of the injury or illness is such that the employee will be unable to return to work, such employee will be retired, if eligible, under the City retirement system.

Union Position: No Proposal.

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RD. F Wills

COLLECTIVE BARGAINING AGREEMENT P.O.A.

This agreement is entered into this 21st day of July, 1972, by and between the Township of Farmington, Oakland County, Michigan, or its Successors, (hereinafter called the Employer) and the Farmington Township Police Officer's Association, (hereinafter called the Association).

WHEREAS, the Employer and the Association have bargained collectively and have reached certain agreements with respect to wages, hours and other terms and conditions of employment with respect to the Bargaining Unit as defined herein, and

WHEREAS, the Employer and the Association now desires to execute a written agreement in consummation of their collective bargaining,

NOW, THEREFORE, the parties agree that the following Collective Bargaining Agreement shall become effective on April 1, 1972, for the period beginning April 1, 1972, and ending March 31, 1975.

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APPENDIX B

ARTICLE I

RECOGNITION

Section 101:

The Employer hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining for the Bargaining Unit as defined herein, in accordance with Section 11, Act 336, PA 1947, as amended.

Section 102:

The "Bargaining Unit" is hereby defined as all patrolmen employed in the Farmington Township Police Department, but excluding corporals, detectives, sergeants, lieutenants, captains, chiefs or other command officers.

Section 103:

The recognition of the Association by the Employer is limited to those matters for which a labor organization is entitled to bargain under Act 336, PA 1947, as amended. The Association is not authorized to interfere in any way with the operation of the Farmington Township Police Department, including, but not limited to the enforcement of the law, the investigation of crimes and misdemeanors, the writing and filing of reports, the questioning or taking statements from

witnesses, or any other function performed by the Police Department in the furtherance of its duties, provided, however, that this clause shall not prevent the Association from filing and prosecuting a grievance in accordance with the provisions of this Agreement.

ARTICLE II

CHECKOFF OF ASSOCIATION DUES BY EMPLOYER

Section 201:

During the life of this Agreement, the Employer agrees to deduct Association membership dues levied in accordance with the Constitution and By-Laws of the Association from the pay of each employee who executes and files with the Employer Treasurer a written authorization for such deductions. Such authorization form shall be prepared and furnished to the employees by the Association and shall, as a minimum, recite that the Employer is authorized to deduct union dues in effect from time to time from the pay of the particular employee and forward such sum to the Association in accordance with the terms of this Contract. The Association is to notify the Employer as to the amount of union dues and of any changes, said notification to be made at least thirty (30) days before said dues are to be deducted.

Section 202:

The Employer shall have no responsibility for the collection of initiation fees, special assessments or any other deduction not in accordance with this Article.

Section 203:

A properly executed copy of the authorization for deduction of dues shall be delivered to the Township Treasurer by the employee before any payroll deductions are made. Deductions shall be made thereafter effective at the time the application is delivered to the Township Treasurer and shall be deducted from the second pay of the month and each month thereafter, provided that the authorization form shall be delivered prior to the 15th of the month in which the first deduction is to be made.

Section 204:

Deductions for any calendar month shall be remitted to the designated financial officer of the Association as soon as possible after the 10th day of the following month.

Section 205:

Authorization for deduction of dues shall be irrevocable by the employee during the term of this Contract or any renewal hereof, unless the employee cancels his authorization within

thirty (30) days prior to the expiration of the Contract or any renewal hereof. Deductions of membership dues shall terminate with respect to any employee who is no longer a member of the Bargaining Unit.

Section 206:

The Employer shall not be liable to the Association or to the employees by reason of any error or neglect involving the improper deduction of or failure to deduct Association dues in accordance with this Contract and the Association agrees to hold the Employer harmless from all liability to which the Employer may be put by reason of its voluntary agreement to deduct membership dues.

ARTICLE III

SCOPE OF CONTRACT

Section 301:

This Contract includes each and every agreement entered into between the Employer and the Association with respect to those subjects for which the Association is authorized to act as a representative of the Bargaining Unit. Matters not specifically included within this Contract shall be governed by the provision of the Farmington Township Police and Fire Protection Ordinance and the rules and regulations promulgated

thereunder, as well as the laws of the State of Michigan.

Section 302:

Nothing herein contained shall be held to restrict or impair the right of the Employer, as Employer, to direct the work of its employees, and to establish reasonable rules and regulations relating to the performance of that work, in accordance with the Farmington Township Police and Fire Protection Ordinance, where such rules and regulations are not inconsistent with the terms of this Agreement. The Association shall be entitled at reasonable times to confer with the appropriate officers of the Employer with respect to work loads, work assignments and other conditions of employment, not specifically provided for in this Contract and of which the Employer has retained jurisdication in this Section.

Section 303:

Nothing in this Contract shall be held to conflict with the laws of the United States and the State of Michigan including, but not limited to Veterans preferences wage and hour laws, Workmen's Compensation or employment compensation laws or other similar laws, if not being intended hereunder to limit the rights of employees afforded by such laws in any way.

ARTICLE IV

REMUNERATION

Section 401:

Annual base rates of pay applicable to members of the Collective Bargaining Unit shall be as follows:

A. Employees employed as of January 1, 1972:

	Effective 4/1/72	Effective 4/1/73	Effective 4/1/74
0-12 months	11,200.00	11,400.00	11,600.00
12-18 months	11,900.00	12,100.00	12,300.00
over 18 months	13,100.00	13,560.00	14,030.00

B. Employees employed on and after January 1, 1972:

	Effective 4/1/72	Effective 4/1/73	Effective 4/1/74
0-12 months	11,200.00	11,400.00	11,600.00
12-24 months	11,900.00	12,100.00	12,300.00
24-36 months	12,500.00	12,900.00	13,100.00
over 36 months	13,100.00	13,560.00	14,030.00

C. The above base rates shall be adjusted pursuant to the cost of living adjustment procedure described below.

1. Basis for allowance.

The amount of the cost-of-living shall be determined and re-determined as provided on the basis of the Consumer Price Index, Detroit, Michigan

for urban wage earners and clerical workers (including single workers) published by the Bureau of Labor Statistics, United States Department of Labor (1967-100) and referred to herein as the "Index".

2. Adjustments.

Adjustments in the annual base pay provided for above, shall be made in accordance with the following schedule. If the "Index" published for the month set forth in column (2) of the schedule exceeds the base set forth in column (3) of the schedule, all of the annual base rates of pay set forth shall be increased by one (1.%) percent for each point by which the Index in column (2) exceeds the base in column (3). Such increase to be effective on the date set forth in column (1) of the schedule. The adjusted annual base rates shall be rounded to the nearest even dollar.

(1) Effective Date of Adjustment	(2) Index Month	(3) Index Base
April 1, 1973	February, 1973	127.40
October 1, 1973	August, 1973	128.65
April 1, 1974	February, 1974	129.90
October 1, 1974	August, 1974	131.15

3. The base pay as adjusted, shall be substituted for

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the base pay set forth in Paragraph A and B above and future adjustments shall be applied to the adjusted base pay.

Section 402:

In addition to the pay provided for above, the employee shall receive annually on the third payday prior to December 31st, a special payroll check in addition to his regular payroll check, a sum equal to the percentage, based upon his length of service, as set forth below, or his total pay for the current calendar year. If the employee's length of service classification has changed during the current calendar year, his applicable percentage shall be determined by interpollation. Length of service in the scale below is to be determined from the date the individual becomes a patrolman.

LENGTH OF SERVICE	PERCENTAGE OF ANNUAL PAY
Less than 3 years	None
3 years, but less than 5 years	0.5%
5 years, but less than 7 years	1.0%
7 years, but less than 10 years	2.0%
10 years, but less than 13 years	4.0%
13 years, but less than 16 years	6.0%
16 years, but less than 19 years	8.0%
19 years, but less than 22 years	10.0%
22 years or more	12.0%

Section 403:

The employer encourages its employees to upgrade their educational backgrounds and in recognition of the same, the employer will reimburse any patrolman pursuing studies to an Associate or Bachelors Degree in police administration or any other advanced education which, in the judgment of the employer, would be beneficial to his employment as a police officer and be of assistance to him in obtaining promotion within the Department. Provided, however, that permission of the Department must be obtained prior to the beginning of such training and the employer will reimburse the officer for expenditures for tuition and books at the end of each semester successfully completed by the officer.

Section 404:

Payday shall be bi-weekly.

Section 405:

If an employee is required by his supervisor to work longer than eight (8) hours on any regular working day, he will be compensated at an hourly rate equal to One and One half (1 1/2) times his hourly rate. In the event that an employee is called back for duty by the Department, after he had gone off duty at the end of his shift or in the event that an employee is called to duty by the Department at a time when he would not Normally be on duty because of an emergency or other circumstance, he will be compensated at an hourly rate equal to One and One half (1 1/2) times his hourly rate and he will be entitled to not less than two (2) hours pay at such time and One half (1 1/2) rate regardless of the time actually spent on duty. Should an employee be required to attend Court at a time when he is not normally on duty, he will be compensated at an hourly rate equal to One and One half (1 1/2) times his hourly rate, and he will be entitled to not less than three (3) hours pay at such time and One half (1 1/2) rate regardless of the time actually spent in Court.

Section 406:

It is understood and agreed by the parties to this Agreement that the work assignments under Section 501 of this Contract shall be scheduled in such a manner that each patrolman shall, in the course of a year, be rotated among the day, afternoon, and midnight shifts, so that his time served on each shift will be approximately equal. It is also understood and agreed that these roatations will be made at reasonably frequent intervals. In the event that a patrolman is indefinitely scheduled to work other than the day shift or in the event that the rotation promulgated by the Director of Public Safety should provide for a rotation less frequently than every thirty (30) days, the employees required to work the afternoon and midnight shifts shall, after the first thirty (30) days on such shift, be entitled to receive the following "shift differential".

A. For each hour worked during the afternoon shift, an additional 15¢ per hour.

B. For each hour worked during the midnight shift, an additional 20¢ per hour.

C. The exact hours constituting the day shift, afternoon shift, and midnight shift shall be subject to establishment by the Director of Public Safety in accordance with the authority granted to him under Section 501. The day shift, however, shall

not begin prior to 7:00 in the morning nor end after 6:00 in the evening. The 8-hour shift following the end of the day shift shall be known as the afternoon shift and the 8-hour shift preceding the day shift shall be known as the midnight shift.

This Section shall not apply to an employee who is assigned to the afternoon or midnight shifts at his own request.

ARTICLE V

HOURS OF EMPLOYMENT

Section 501:

It is recognized that the work assignments shall be scheduled by the Director of Public Safety and his delegate and said work schedule shall be prepared to achieve the maximum efficiency and maintain maximum manpower on duty. It is further recognized that the current four (4) platoon system shall remain in effect and shall not be changed without ninety (90) days notification and discussion with the Association. It is further acknowledged and agreed that the four (4) platoon system results in a total of One hundred and four (104) leave days per year, which are in addition to any other absences of which might be authorized pursuant to this agreement. Any changes in the four (4) platoon system shall result in at least

One hundred and four (104) leave days per year with a minimum of seven (7) leave days in any thirty (30) day period.

Section 502:

Employees shall be entitled to thirty (30) minutes off for lunch during an eight hour shift, without deductions in pay. Further, an officer is entitled to an extra ten (10) minutes for lunch if for good reason he is unable to complete his lunch in the thirty (30) minutes. The time of lunch shall be at the discretion of the individual employee, but shall not be taken at such time as to interfere with his regular police work.

Section 503:

Deductions from an employee's pay shall be made for all absences from work on regularly scheduled shifts, except authorized absences as set forth in Article VIII; provided, however, that employees shall be permitted to trade shifts with the approval of the appropriate command officer.

ARTICLE VI

SENIORITY

Section 601:

New employees hired after the effective date of this

Agreement into the Bargaining Unit shall be considered as probationary employees for the first six (6) months of their employment. The probationary period shall accumulate within not more than one (1) year. When an employee finishes the probationary period within not more than one (1) year, his name shall be entered upon the seniority list in the appropriate classification and he shall be given a seniority date six months prior to the date he completed his probationary period as the case may be. There shall be no seniority among probation employees.

Section 602:

The Association shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Association shall not represent probationary employees with respect to discharge or discipline by the Township for other than Union activity.

Section 603:

An employee shall lose his seniority if he voluntarily leaves the employment of the Township or if he is discharged and the discharge is not reversed through the grievance procedure.

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Section 604: Work out of classification

If an employee is temporarily assigned to a higher paid classification for sixty (60) consecutive days or more, he will be paid at the appropriate rate of that higher classification for all such time from the first day of the assignment in that classification. This paragraph shall not apply to specific training assignments as designated by the Director of Public Safety, which assignments shall not exceed ninety (90) days in length.

No more than one trainee shall be assigned to any higher classification in any one bureau at any one time and said trainee shall not constitute a replacement for an individual in that classification, but shall be a supplement to that classification for purposes of training in that classification. An employee shall not be re-assigned into the same training assignment in any one year.

Any new work classifications in addition to or differing from the classification of patrolman shall be on the basis of competitive examination and further, compensation for said classification shall be the subject of negotiations between the parties hereto.

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ARTICLE VII

LAYOFFS AND RECALL

Section 701:

A layoff is a reduction in the working force.

Section 702:

In the event of a layoff, the following procedures shall be followed:

A. Layoffs will be conducted in accordance with departmental seniority.

B. Exceptions to this procedure may be made by written agreement between the Employer and the Association.

Section 703:

Employees to be laid off for an indefinite period of time shall receive at least thirty (30) calendar days notice of layoff. The Association President shall be notified of the employees being laid off on the same day the notices are issued to the employees.

Section 704:

When the working force is increased after a layoff, employees will be recalled according to seniority as defined in

Article VI. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from the date of mailing of the notice of recall, he shall be considered to have voluntarily left the employment of the Employer. The Employer shall grant reasonable extensions of this period of time in those cases where the employee for good cause is unable to report for work, but not to exceed an additional twenty (20) days.

ARTICLE VIII

AUTHORIZED ABSENCES

Section 801:

The following are designated as Holidays for all members of the Bargaining Unit:

New Years Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Veterans Day

Lincoln's Birthday

4/24/72

Washington's Birthday

Columbus Day

Because the Farmington Township Police Department must maintain its operation on every day of the year, the employees of this Bargaining Unit are required to work on their regular shift even though that shift may fall upon one of the above holidays. The employees shall, therefore, be entitled to ten (10) days extra pay computed at straight time in lieu of the above holidays. Such sums shall be paid in one lump sum the third pay day prior to Christmas. Employees who are required to work Christmas, Thanksgiving, and the 4th of July shall, in addition to holiday pay provided for herein, be entitled to be paid double time for Christmas, Thanksgiving and the 4th of July holiday actually worked. Only regularly scheduled patrol personnel shall receive the additional compensation for Thanksgiving, Christmas and the 4th of July.

Section 802:

Employees will be entitled to annual vacations in accordance with the following schedule. Eligibility for vacations shall be determined as of April 1st of each year:

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SENIORITY AS OF APRIL 1st	MAXIMUM VACATION
Six months, but not more than one (1) year.	One day for each month of service over six, plus 3 days.
1 year	16 days
5 years	17 days
6 years	18 days
7 years	19 days
8 years	20 days
9 years	21 days
10 years	22 days

Section 803:

Vacations shall be taken during the period beginning April 1st and ending March 31st. Provided, however, that in the event that the employee is prevented from taking any or all of the vacation to which he is entitled, in any one year, because scheduling such vacation would drastically interfere with the operations of the department or other good reason, the Director of Public Safety may allow such unused vacation to be taken during the following fiscal year. If permission to take the unused vacation in the subsequent year is not granted, the employee shall be paid for such unused vacation at straight time.

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Section 804:

Vacations will be granted at such times during the year as are suitable considering both the wishes of the employee and the efficient operation of the Police Department. A vacation day may be taken upon the approval of the shift command officer. A vacation may be split into one or more weeks providing such scheduling does not drastically interfere with the operations of the employee's department. Employees required to take compulsory military training shall be allowed to take their vacation at the time such training must be taken.

Section 805:

If a regular pay day falls during an employee's vacation, he may receive that pay in advance before going on vacation, provided, however, that he makes a written request to the Employer's Treasurer not less than three (3) weeks prior to the vacation pay ending date.

Section 806:

If an employee is laid off or retires he will receive any unused vacation credit including that accrued in the current year. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from his vacation the following year.

Section 807:

A. Employees shall be entitled to absence without loss of pay for sickness or other good cause upon application by the employee. It is specifically understood that this type of absence is not to be considered as additional vacation or holiday, but is to be taken only when some compelling necessity prevents the employee from performing his assigned duties. An employee may be granted up to fifteen (15) days under this provision in any one fiscal year.

B. Unused "sick leave days" not taken in any one fiscal year may be accumulated for use in the future, but such accumulation shall not exceed One hundred and thirty (130) days during the fiscal year beginning April 1st, 1972; One hundred and forty (140) days during the fiscal year beginning April 1st, 1973; and One hundred and fifty (150) days during the fiscal year beginning April 1st, 1974, and thereafter.

C. In the event of death or termination for any other reason, an employee shall be paid in cash, fifty (50%) percent of his accumulated sick leave days at his then current rate of pay.

Section 808:

In case of death occurring in the employee's immediate family requiring his absence and during a duty period, the

employee may be granted a leave of absence with pay for such period, not to exceed four (4) days, as will be necessary in the particular circumstances. The grant of any such leave and the amount thereof shall be approved by the Director of Public Safety. "Immediate Family" is defined as (1) the employee's wife, husband, child, brother, sister or parent, or (2) any relative of the employee living in the same household, and his mother-in-law and father-in-law.

Section 809:

In lieu of pay for overtime, call back time or Court time, as provided in Section 405 above, the employee shall be entitled, if he so elects, to receive compensatory time off. Such compensatory time off shall be computed at one and one half (1 1/2) hours for each hour worked by the employee by way of overtime, call back time, or court time. Compensatory time off may be accumulated to a maximum of eighty (80) hours outstanding at any one time. Compensatory time off may be taken subject to the same restrictions as are applicable to vacations under Section 804.

ARTICLE IX

Section 901:

Employees included within the bargaining unit, shall be entitled as a condition of their employment, to the benefits

of the retirement program, approved by the Farmington Township Board, presently in effect and shall participate in all amendments and improvements thereto. In addition to the above:

A. Employees who are members of this Collective Bargaining Unit shall increase their contributions as follows:

From 3.0% of first $4,800.00 of annual compensation to 3.5%.

From 5.0% of all annual compensation over $4,800.00 to 5.5%.

B. Normal retirement shall be at age 55, with 25 years service.

C. Early retirement shall be at the age of 50 years, provided however, the employee has acquired 20 years of service. Benefits shall be those computed in accordance with the pension plan formula, less 2.5% for each year difference between age 55 and age of actual retirement.

D. An employee who has attained normal retirement eligibility, may, with the consent of the employer, continue as an employee to the age of 60. Contributions and pension will be increased accordingly.

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E. Disability pension in the existing plan shall be amended to eliminate the $200.00 per month limitation.

Section 902:

Employees included within the bargaining unit shall participate in all fringe benefits granted to all other employees of the employer, including Blue Cross Group Contract #68913 and Mutual of New York Life Insurance Company Contract #68417, which are hereby incorporated herein by reference and the employer shall increase the amount of life insurance provided by said contract, in accordance with the following:

A. Effective April 1, 1972, all employees shall receive life insurance in the amount of Twenty Thousand (20,000) Dollars.

B. Effective April 1, 1973, all employees shall receive life insurance in the amount of Twenty Five Thousand (25,000) Dollars.

C. Effective April 1, 1974, all employees shall receive life insurance in the amount of Twenty Five Thousand (25,000) Dollars, or double the annual gross salary of the employee, whichever is greater.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1001.

Nothing in this Article shall prevent any individual employee from exercising the rights granted to him under Section II of Act 336 of the Public Acts of 1947, as amended, or under Farmington Township Police and Fire Protection Ordinance.

Section 1002.

For the purpose of this contract, a grievance is defined as an alleged violation of this contract.

Section 1003.

The following procedure shall be followed in presenting a grievance to the Employer:

A. If the grievance involves the discharge or discipline of an employee for cause, it shall be processed in accordance with the provisions of the Farmington Township Police and Fire Protection Ordinance and Police Manual.

B. With respect to all other grievances, the employee or the Association shall present the grievance in writing to the Director of Public Safety. A grievance must be presented in writing within thirty (30) days after the employee has knowledge of its occurrence or it shall be considered waived. The grievance shall be answered in writing by the Director of Public Safety within thirty (30) days after the grievance is presented to him.

C. If no further action is taken within five (5) days after service of the written answer upon the employee or the Association President, the answer will be considered to be accepted and no further action may be taken upon the grievance.

D. If, within five (5) days after the service of the answer, the answer is not accepted by the Association President or the employee, the Association President or the employee may request a conference with the Director of Public Safety and not less than one other authorized representative of the employer at a time to be agreed upon.

Section 1004:

A. If the matter cannot be resolved by the conference, as set forth in Section 1003 D above, the matter may be submitted to arbitration. Said matter may be submitted to arbitration if there has been no disposition of the grievance within thirty (30) days after the conference as set forth in paragraph D of Section 1003, or within thirty (30) days after any disposition of the grievance in Section 1003 D above (these times may be extended by mutual agreement).

If the parties proceed to arbitration, the parties agree that the following procedure shall be applicable:

1. At the outset of this Agreement, the parties shall select a permanent panel of arbitrators consisting of six (6) persons.
2. Upon the submission of any specific grievance to an arbitrator, the employer and the Association will select an arbitrator from the panel described above. The specific arbitrator to hear the matter will be chosen by rotation in alphabetical order. The arbitration shall otherwise be conducted in accordance with the rules, regulations and procedures of the American Arbitration Association.

The decision of the arbitrator shall be final and binding on all parties.

The arbitrator may not add to, subtract from, change or amend any of the terms of the Agreement and shall only concern himself with the interpretation and application of the terms of this Agreement.

3. The expense of such impartial arbitrator, shall be borne equally by the parties to this Agreement.

Section 1005:

A grievance may be withdrawn by the employee or the Association President, but if withdrawn, it shall not be reinstated.

Section 1006:

No claim for back wages involved in any grievance shall exceed the amount of wages the employee would have otherwise earned at his regular rate of pay.

Section 1007:

An employee shall be entitled to representation by an appropriate Association representative at any and all meetings, at whatever stage in which disciplinary action is threatened or contemplated, or from which meeting disciplinary action will ensue.

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Section 1008.

Whenever any complaint or charge shall be brought against an employee from external or internal sources which focuses the investigation upon an employee, subject to this agreement or under such circumstances that if the facts alleged be true, the employee would be guilty of the commission of the crime or offense under the State or Federal law or a traffic violation involving death or serious injury of a citizen, the following procedure shall be established for the obtaining of statements in connection with said complaint and the employee shall specifically have the right to representation by the Association at every stage of the prodeeding:

(1) The employee shall be given a summary of the charges against him.

(2) Before he is interrogated or required to make any statement, he shall be allowed the opportunity to obtain the advise of counsel.

(3) Any order to make a statement shall be a written order, the violation of which would, constitute grounds for disciplinary action by the Department.

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(4) The order and the statement shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.

Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Department disciplinary purposes.

B. The summary referred to in paragraph (1), above, shall set forth the name of the complainant, the time, date, place at which the alleged offense or incident occurred, and a description of the offense or incident.

Section 1009.

A. It is understood that the employer may request an employee to submit to examination questioning or interrogation by polygraph; however, no disciplinary action of any kind shall be taken against said officer for his refusal to take such tests. It is specifically agreed that employees shall never be ordered to take such a test unless and until it is declared by the Courts of the State of Michigan that evidence or information obtained in this manner is acceptable to aid in proving guilt or innocence.

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1. Notwithstanding the above, it is specifically recognized that the employer may utilize said polygraphic examination during reference to probationary employees during the first six months service with the department for purposes of discharge from the department.

ARTICLE XI

MISCELLANEOUS

Section 1101.

All employees may be required to report for roll call or orientation fifteen (15) minutes prior to the beginning of any regularly scheduled shift. This time shall not be considered overtime, nor will the employee be entitled to any extra compensation therefor.

Section 1102.

The employer shall be obligated to provide for adequate and proper cleaning of the uniforms and no specific allowance shall be paid to the employee for the uniform cleaning. It is agreed that the employer shall make appropriate arrangements so that the uniforms are returned to the employee within forty-eight (48) hours after an employee presents them for cleaning.

Section 1103:

An employee upon leaving the employment of the employer, or retiring, shall be entitled to be paid for unused compensatory time off and unused vacation and shall be entitled to one-half (1/2) pay for accumulated and unused personal leave days.

Section 1104:

A. An employee who is disabled and unable to work because of a duty connected illness or injury shall be entitled to receive ninety five (95%) percent of his regular pay, including sums received by way of weekly benefits under the Michigan Workmen's Compensation Law, for the period of his disability, but not to exceed twenty four (24) months from the date of injury or illness. A duty connected illness or injury shall be such an injury or illness which is compensable under the provisions of the Michigan Workmen's Compensation Law. No charge will be made against the disabled employee's accumulated sick leave during this period.

At the expiration of said two (2) year period, the disabled employee shall be entitled to make use of his accumulated sick leave in accordance with the procedure established in the police procedure manual for disability leave.

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During a disability leave, the employer shall maintain hospital, medical, surgical and life insurance in force.

B. An employee who is unable to work as the result of a duty-connected disability, shall accumulate sick leave on the same basis as if he were actually working, but he shall not be entitled to vacation for the period in which he is on duty-connected disability.

C. Limited Duty

An officer who sustains an injury or incurs an illness while on or off duty, may be returned to work on limited duty at the discretion of the Department. His activities on limited duty are to be prescribed by his own physician during the first thirty (30) working days. Thereafter, additional limited duty time may be authorized, with his activities during the extended limited duty to be prescribed by the officer's own physician and the employer's physician. The officer, while on limited duty, shall receive his current rate of pay with no deductions from sick time, compensatory time or other benefits.

Section 1105:

On the afternoon shift and the midnight shift, the Police Department shall assign not less than two (2) full time police officers to each of two (2) patrol cars.

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Section 1106:

Physical Examination

An officer shall have a yearly physical examination by the employer's doctor at the employer's expense.

Section 1107:

Sick Leave Bank

The Association may establish a "sick leave bank". The bank is to be credited with contributions from the accumulated sick leave of Police Department employees. Distribution, by the Association to Department employees who are unable to work because of illness or injury, may be made. Procedure shall be subject to the approval of the employer.

Section 1108:

Employees, within the Bargaining Unit, shall be entitled to participate in all insurance plans or other fringe benefits granted to other employees of the Township, including any extra holidays. If the Township grants or agrees to a Union Security clause to any other labor organization which is stronger or more far reaching than the Deduction of Union Dues clause in Article II of the Contract, the Farmington Township Police Officer's Association shall be entitled to the same treatment, (subject to interpretive letter).

Section 1110:

If any Article or Section of this Agreement, or any supplement thereo, 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 and supplements 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at the Township of Farmington on the date and month above written.

Township Supervisor

Farmington Township Police Officer's Association

4/14/72

ECONOMIC ISSUES
(As Determined By Arbitration Panel)

Last Contract Sec. No.	Issue No.	Subject Matter	City Ex. No.	Union Ex. No.
401 A	4	Wages	C-35	U-24
B	4	"	C-35	"
C	5	Cost-of-Living		"
406	6	Shift Differential	C-36	"
501	7	Platoon System	C-37	"
502	8	Lunch Period	C-38	"
801	13	Holidays and Payment	C-43	"
807	14	Sick Leave	C-44	"
808	15	Funeral leave	C-45	"
902	16	Insurance	C-46-47	"
1104	22	Duty Disability Pay	C-53	"
1105	23	Two-man Cars	C-54	"
1106	24	Annual Physical Exam.	C-55	"
1108	25	"Most Favored Nation" Cl.	C-56	"
New	26	Mandatory Leaves	C-57	"
New	28	Leaves of Absence	C-59	"
New	29	Duration of Contract		
		- - - - - - - - - - - - - - - -		
		NON-ECONOMIC ISSUES		
	2	Scope of Contract	C-33	"
	3	Management Rights Clause	C-34	"
	7	Hours of Employment-Platoon System	C-37	"
	9	Loss of Seniority	C-39	"
	10	Work Out of Classification	C-40	"
	11	New or Changed Jobs	C-41	"
	12	Layoffs andRecall	C-42	"
	17	Grievance Procedure- Discipline	C-48	"
	18	Grievance Procedure- Powers of Arbitrator	C-49	"
	19	Grievance Procedure- Sole Remedy	C-50	"
	20	No-Strike Clause	C-51	"
	21	City & Departmental Rules	C-52	"
	27	Residency	C-58	"

CITY EXHIBIT 3/

CITY OF FARMINGTON HILLS
ACT 312 COMPULSORY ARBITRATION

TENTATIVE AGREEMENTS

	Preamble	
101	Recognition	Sections A, B, C, D
201	Dues Checkoff	Sections A, B, C, D, E, F
301	Scope Contract	Sections B, C
401	Renumeration	Sections B, C, D
601	Seniority	Sections A, B, C, D
701	Layoffs and Recall	Sections A, B, C, D
802	Vacation	Sections A, B, C, D, E, F
807	Insurance	Section B
1001	Grievance Procedure	Sections A, C, D, E, F, G, H, I, K
	No Strike Clause	Sections A, B, C
	Discipline	Section A
1005	Departmental Investigation	Sections A, B, C
1007	Representation	Sections A, B, C, D, E, F
1101	Miscellaneous	Sections B, C, D, E, F, H
new	Leaves of Absence	Section B
1104	Limited Duty	Section A
new	Waiver Clause	Section A
1110	Savings and Separability	
-	Duration of Agreement	

APPENDIX D

C32

TENTATIVE AGREEMENTS

TA 10-27-75
2-24-75

City of Farmington Hills
and
Teamsters Law Enforcement Division
Local 214

The Union withdraws its proposals on the Agreement, Purpose and Intent, Recognition, Discrimination and Aid To Other Organizations clauses, pp. 1-6 of its original proposal.

Other agreements are attached.

P R E A M B L E

THIS AGREEMENT, entered into on this _____ day of _____, 1975, between the City of Farmington Hills, Michigan, party of the first part, hereinafter referred to as the "City", and the Teamsters State, County and Municipal Workers, Local 214, party of the second part, hereinafter referred to as the "Union".

10-22-77
TA [illegible]
[illegible] 8-8-75

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the public, and

WHEREAS, the City and Union have bargained collectively in accordance with Michigan Public Act 379, MPA of 1965 as amended, and have reached certain agreements with respect to wages, hours and other terms and conditions of employment with respect to the bargaining unit as defined herein, and

WHEREAS, the City and the Union now desire to execute a written agreement which incorporates their agreements.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION

SECTION A. The City hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for the duration of this Agreement for all patrolmen but excluding corporals, detectives, sergeants, lieutenants, captains, chiefs or other command officers and all other City employees.

SECTION B. Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section A.

SECTION C. The City agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section A. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

SECTION D. The recognition of the Union by the City is limited to those matters for which a labor organization is entitled to bargain under Act 336, PA 1947, as amended. The Union is not authorized to interfere in any way with the operation of the Police Department, including, but not limited to the enforcement of the law, the investigation of crimes and misdemeanors, the writing and filing of reports, the questioning or taking statements from witnesses, or any other function performed by the Police Department in the furtherance of its duties, provided, however, that this clause shall not prevent the Union from filing and prosecuting a grievance in accordance with the provisions of this Agreement.

ARTICLE - DUES CHECKOFF

SECTION A. During the life of this Agreement, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes and files with the City Treasurer a written authorization for such deductions. Such authorization form shall be prepared and furnished to the employees by the Union and shall, as a minimum, recite that the City is authorized to deduct union dues in effect from time to time from the pay of the particular employee and forward such sum to the Union in accordance with the terms of this Contract. The Union is to notify the City as to the amount of union dues and of any changes, said notification to be made at least thirty (30) days before said dues are to be deducted.

SECTION B. The City shall have no responsibility for the collection of initiation fees, special assessments or any other deduction not in accordance with this Article.

SECTION C. A properly executed copy of the authorization for deduction of dues shall be delivered to the City Treasurer by the employee before any payroll deductions are made. Deductions shall be made thereafter effective at the time the application is delivered to the City Treasurer and shall be deducted from the second pay of the month and each month thereafter, provided that the authorization form shall be delivered prior to the 15th of the month in which the first deduction is to be made.

SECTION D. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible after the 10th day of the following month.

SECTION E. Authorization for deduction of dues shall be irrevocable by the employee during the term of this Contract or any renewal hereof, unless the employee cancels his authorization within thirty (30) days prior to the expiration of the Contract or any renewal hereof. Deductions of membership dues shall terminate with respect to any employee who is no longer a member of the Bargaining Unit.

SECTION F. The City shall not be liable to the Union or to the employees by reason of any error or neglect involving the improper deduction of or failure to deduct Union dues in accordance with this Contract and the Union agrees to hold the City harmless from all liability to which the City may be put by reason of its voluntary agreement to deduct membership dues.

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ARTICLE - SCOPE OF CONTRACT

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SECTION A. This Contract includes each and every agreement entered into between the City and the Union with respect to those subjects for which the Union is authorized to act as a representative of the Bargaining Unit. Matters not specifically included within this Contract shall be governed by the provisions of the Municipal Code and the rules and regulations which are promulgated thereunder, as well as the laws of the State of Michigan.

SECTION B. Nothing herein contained shall be held to restrict or impair the right of the City, as Employer, to direct the work of its employees, and to establish reasonable rules and regulations relating to the performance of that work, where such rules and regulations are not inconsistent with the terms of this Agreement. The Union shall be entitled at reasonable times to confer with the appropriate officers of the City with respect to work loads, work assignments and other conditions of employment, not specifically provided for in this Contract and of which the City has retained jurisdiction in this Section.

SECTION C. Nothing in this Contract shall be held to conflict with the laws of the United States and the State of Michigan including, but not limited to Veterans preferences wage and hour laws, Workmen's Compensation or employment compensation laws or other similar laws, if not being intended hereunder to limit the rights of employees afforded by such laws in any way.

SECTION D. The City Council on its own behalf and on behalf of its Electors, 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 are reserved to and remain vested in the City Council, 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 to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation; (b) to introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased; (c) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to

ON Hold

SECTION A. Annual base rates of pay applicable to members of the Collective Bargaining Unit shall be as follows:

0 - 12 months
12 - 24 months
24 - 36 months
over 36 months

SECTION B. In addition to the pay provided for above, the employee shall receive annually on the third payday prior to December 31st, a special payroll check in addition to his regular payroll check, a sum equal to the percentage, based upon his length of service, as set forth below, or his total pay for the current calendar year. If the employee's length of service classification has changed during the current calendar year, his applicable percentage shall be determined by interpollation. Length of service in the scale below is to be determined from the date the individual becomes a patrolman.

Length of Service	Percentage of Annual Pay
Less than 3 years	None
3 years, but less than 5 years	0.5%
5 years, but less than 7 years	1.0%
7 years, but less than 10 years	2.0%
10 years, but less than 13 years	4.0%
13 years, but less than 16 years	6.0%
16 years, but less than 19 years	8.0%
19 years, but less than 22 years	10.0%
22 years or more	12.0%

SECTION C. Payday shall be bi-weekly.

SECTION D. If an employee is required by his supervisor to work longer than eight (8) hours on any regular working day, he will be compensated at an hourly rate equal to One and One Half (1 1/2) times his hourly rate. In the event that an employee is called back for duty by the Department, after he had gone off duty at the end of his shift or in the event that an employee is called to duty by the Department at a time when he would not normally be on duty because of an emergency or other circumstance, he will be compensated at an hourly rate equal to One and One Half (1 1/2) times his hourly rate and he will be entitled to not less than two (2) hours pay at such time and One and One Half (1 1/2) rate regardless of the time actually spent on duty. Should an employee be required to attend Court at a time when he is not normally on duty, he will be compensated at an hourly rate equal to One and One Half (1 1/2) times his hourly rate, and he will be entitled to not less than three (3) hours pay at such time and One and One Half (1 1/2) rate regardless of the time actually spent in Court.

CN Hold

ARTICLE - SENIORITY

SECTION A. New employees hired after the effective date of this Agreement into the Bargaining Unit shall be considered as probationary employees for the first twelve (12) months of their employment. ~~The Public Safety Director may in his discretion, extend this period in individual cases to an additional sixty (60) months.~~ The probationary period shall accumulate within not more than eighteen (18) months. When an employee finishes the probationary period within not more than eighteen (18) months, his name shall be entered upon the seniority list in the appropriate classification and he shall be given a seniority date twelve (12) months ~~preceding the~~ ~~(12) months~~ prior to the date he completed his probationary period, ~~as the case may be.~~ There shall be no seniority among probationary employees.

SECTION B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Union shall not represent probationary employees with respect to discharge or discipline by the ~~Township~~ City for other than Union activity.

SECTION C. An employee shall be terminated and lose his seniority rights if he:

1. Quits.

2. Is discharged and not reinstated.

3. Is laid off for a period of one (1) year.

ON Hold

4. Is absent without a reasonable and legitimate excuse for two (2) consecutive working days and without notice to the City of such excuse within the two (2) days or a reasonable and legitimate excuse for failing to so notify the City within the two (2) days.

5. Fails to return from a leave of absence at the designated time.

6. Retires.

SECTION D. It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees. This information is for the official use of the City and will be kept confidential.

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ARTICLE - LAYOFFS AND RECALL

SECTION A. A layoff is a reduction in the working force.

SECTION B. In the event of a layoff, the following procedures shall be followed:

I. Probationary, seasonal and part-time employees will be laid off first.

II. Employees holding seniority will then be laid off in accordance with departmental seniority, as defined in Article , providing that the remaining employees can perform the available work.

III. Exceptions to this procedure may be made by written agreement between the City and the Union.

SECTION C. When ~~practicable~~, employees to be laid off for an indefinite period of time shall receive at least thirty (30) calendar days notice of layoff. The Union President shall be notified of the employees being laid off on the same day the notices are issued to the employees.

SECTION D. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from the date of mailing of the notice of recall, he shall be considered to have voluntarily left the employment of the City. The City may grant reasonable extensions of this period of time in those cases where the employee for good cause is unable to report for work, but not to exceed an additional twenty (20) days.

ARTICLE _____ - VACATIONS

SECTION A. Employees will be entitled to annual vacations in accordance with the following schedule. Eligibility for vacations shall be determined as of April 1st of each year:

SENIORITY AS OF APRIL 1st	MAXIMUM VACATION
Six months, but not more than one (1) year.	One day for each month of service over six, plus 3 days.
1 year	16 days
5 years	17 days
6 years	18 days
7 years	19 days
8 years	20 days
9 years	21 days
10 years	22 days

SECTION B. Vacations shall be taken during the period beginning April 1st and ending March 31st. Provided, however, that in the event that the employee is prevented from taking any or all of the vacation to which he is entitled, in any one year, because scheduling such vacation would drastically interfere with the operations of the department or other good reason, the Director of Public Safety may allow such unused vacation to be taken during the following fiscal year. If permission to take the unused vacation in the subsequent year is not granted, the employee shall be paid for such unused vacation at straight time.

SECTION C. Vacations will be granted at such times during the year as are suitable considering both the wishes of the employee and the efficient operation of the Police Department. A vacation

day may be taken upon the approval of the Director of Public Safety. A vacation may be split into one or more weeks providing such scheduling does not drastically interfere with the operations of the employee's department. Employees required to take compulsory military training shall be allowed to take their vacation at the time such training must be taken.

SECTION D. If a regular pay day falls during an employee's vacation, he may receive that pay in advance before going on vacation, provided, however, that he makes a written request to the City's Treasurer not less than three (3) weeks prior to the vacation pay ending date.

SECTION E. If an employee is laid off or retires he will receive any unused vacation credit including that accrued in the current year. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from his vacation the following year.

SECTION F. In the event that an employee becomes ill or is injured while on a scheduled vacation and would otherwise be eligible for sick leave under Article - Sick Leave, the employee may cancel his vacation and use his accumulated sick leave credit. The City may require that employees authorize their doctors to provide specific and detailed medical data from the employees' doctor for such illness or injury. The employee may reschedule his vacation in accordance with Section C of this Article.

ARTICLE - INSURANCE

ON Hold SECTION A. The City agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the Blue Cross-Blue Shield currently in force for permanent full-time employees.

SECTION B. The City agrees that, for the duration of this Agreement, it will pay the premiums to furnish permanent full-time employees life insurance in the amount of Thirty-Five Thousand ($35,000.00) Dollars.

SECTION C. The City agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish permanent full-time employees the disability insurance currently in force.

SECTION D. An eligible full-time employee shall become insured as soon as permissible under the insurance contract under the insurance plans set forth in Sections A and B of this Article, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

SECTION E. Except as otherwise provided in this Agreement, the insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any leave of absence or is laid off, provided that, subject to the approval of the insurance carrier, said coverage will continue for that period for which the City has prepaid the premium for such employee.

SECTION F. Eligibility, coverage and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. With reference to the insurance set forth in Sections B and C above, the City will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that there shall be no reduction of benefits. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

ON Hold

ARTICLE ____ - DISCIPLINE

SECTION A. An employee shall be entitled to representation by an appropriate Union representative at any and all meetings, at whatever stage in which disciplinary action is threatened or contemplated, or from which meeting disciplinary action will ensue.

ARTICLE ____ - GRIEVANCE PROCEDURE

SECTION A. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement.

ON Hold

SECTION B. If the grievance involves the discharge or discipline of an employee for cause, it shall be processed in accordance with the provisions of the Farmington Township Police and Fire Protection Ordinance (or the Municipal Code as adopted by the City) and the Police Manual.

SECTION C. If any grievance (except those excluded in Section B above) arises during the term of this Agreement, such grievance may be submitted to the following Grievance Procedure.

Step One. An employee may present the grievance orally to his supervisor. Unless the supervisor determines otherwise, the meeting will occur immediately before the end of the employee's work shift. The employee's Union representative may be in attendance if the employee so requests. If the grievance is not satisfactorily adjusted the employee may submit a written grievance at Step Two.

~~during non-working hours.~~

Step Two. If the grievance is not resolved in Step One, the employee may reduce his grievance to writing on a mutually acceptable grievance form and present the grievance to the Director of Public Safety, or his designated representative, for a written answer. The written grievance shall be filed within five (5) working days of the alleged violation. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify ~~the~~ the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Director of Public Safety, or his designated representative, shall give the employee an answer in writing no later than ~~five (5)~~ ten(10) working days after receipt of the written grievance.

Step Three. If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the receipt of the answer in Step Two, appeal the grievance to the City Manager. The appeal shall be in writing and it shall include the written

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ARTICLE - GRIEVANCE PROCEDURE

SECTION A. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement.

SECTION B. If the grievance involves the discharge or discipline of an employee for cause, it shall be processed in accordance with the provisions of the Farmington Township Police and Fire Protection Ordinance (or the Municipal Code as adopted by the City) and the Police Manual.

ON Hold

SECTION C. If any grievance (except those excluded in Section B above) arises during the term of this Agreement, such grievance may be submitted to the following Grievance Procedure.

Step One. An employee may present the grievance orally to his supervisor. Unless the supervisor determines otherwise, the meeting will occur immediately before the end of the employee's work shift. The employee's Union representative may be in attendance if the employee so requests. If the grievance is not satisfactorily adjusted the employee may submit a written grievance at Step Two. Grievances shall be reduced to writing at Step Two during non-working hours.

Step Two. If the grievance is not resolved in Step One, the employee may reduce his grievance to writing on a mutually acceptable grievance form and present the grievance to the Director of Public Safety, or his designated representative, for a written answer. The written grievance shall be filed within five (5) working days of the alleged violation. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Director of Public Safety, or his designated representative, shall give the employee an answer in writing no later than twenty (20) working days after receipt of the written grievance.

Step Three. If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the receipt of the answer in Step Two, appeal the grievance to the City Manager. The appeal shall be in writing and it shall include the written

ON Hold

grievance and the Director of Public Safety's answer and shall specify the basis of the appeal. A copy of the appeal shall be sent to the Director of Public Safety. The Union may, at the same time the written appeal is filed, submit a written request to the City Manager for a meeting between the Union and the City Manager, or his designated representative, to attempt to resolve the grievance. The meeting will be at a mutually agreeable time and will take place within twenty (20) working days after receipt of the written appeal and the request for a meeting. The City Manager, or his designated representative, shall give the Union an answer in writing no later than twenty (20) working days after receipt of the written appeal. Additional time may be allowed by mutual written agreement of the City and the Union.

SECTION D. All grievances must be filed in writing within ~~five~~ five working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, shall be deemed abandoned. If the City does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the City and Union in writing; then the new date shall prevail.

SECTION E. If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Union may submit the grievance to Arbitration by written notice delivered to the City Manager within ten (10) working days after receipt of the City Manager's answer in Step Three, or, the day such answer was due. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved and the relief requested. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Union, the employee, or employees involved, and the City.

ON HOLD - Union demand that Union can amend grievance to identify new provisions alleged to be violated but city's liability may not be increased.

TA 10-22-75
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SECTION F. Following receipt of the notice to arbitrate, the Union and the City will meet at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within ~~seven (7)~~ working days following receipt of the written notice, ~~the~~ the Union ~~shall~~ may, within the next ~~seven (7)~~ working days, apply in writing to the American Arbitration Association for arbitration under its rules.

SECTION G. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

(a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(b) He shall have no power to establish salary scales or change any salary.

His powers shall be limited to deciding whether the City has violated the express Articles or Sections of this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

He shall have no power to decide any questions which, under this Agreement, is within the responsibility of management to decide, except as they may be specifically conditioned by this Agreement. It is further specifically understood that the Arbitrator shall have no power to specify the terms of a new agreement or to substitute his discretion for that of any of the parties hereto.

ON HOLD

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

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There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the City.

The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them.

Claims for Back Pay. All grievances must be filed in writing within five (5) days from the time the alleged violation was to have occurred. The City shall not be required to pay back wages for more than five (5) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.

2. No decision in any one case shall require a retroactive wage adjustment in any other case.

SECTION H. At the time of the Arbitration Hearing, both the City and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witnesses that they may call. Upon request of either the City or the Union, or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the City and the Union having an opportunity to purchase their own copy. At the close of the Hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish Briefs. The Arbitrator will render his decision within thirty (30) days from the date the Hearing is closed or the date the parties submit their Briefs, whichever date is later.

SECTION I. Work days for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

ON Hold - Union demand that employees be paid for lost work time when attending grievance hearing.

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ON Hold

SECTION J. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

SECTION K. Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

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ARTICLE ____ - NO-STRIKE CLAUSE

SECTION A. During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any strike, sit-down, stay-in, slow down, work stoppage, curtailment of work, concerted improper use of paid leave time, restriction of work, or interference with the operations of the City of any kind for any reason, including a labor dispute between the City and any other labor organization.

SECTION B. In the event of such prohibited conduct, the Union shall immediately instruct the involved employees in writing, with a copy to the City, that their conduct is in violation of the contract and that they may be disciplined and/or discharged, and further shall instruct all persons to immediately cease the offending conduct. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article.

SECTION C. In the event of a violation of this Article, the City shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

ON Hold – union demand – in event of slowdown – union to give notice 24 hours before discipline enforced within

TA 10-22-75
DSD

ARTICLE - REPRESENTATION

SECTION A. The City recognizes the right of its employees to designate one (1) Steward and one (1) Alternate for each of the three (3) work shifts for the purpose of handling contract grievances who shall be regular seniority employees of the Department. The Steward shall represent, and act on behalf of, only those employees on his work shift. The Alternate may exercise the rights of a Steward set forth in this Article only in the event the Steward is absent from work.

SECTION B. The City will recognize the Steward or Alternate when his name and position have been certified in writing by the Union to the Director of Public Safety and the City Manager.

ON HOLD

SECTION C. The Steward (or Alternate) will be permitted reasonable time during his regular working hours to process and present contract grievances as provided in Article - Grievance Procedure upon having received permission from his supervisors. It is understood that such time will be devoted to the proper presentation of grievances and the privileges of this Section will not be abused.

SECTION D. All necessary time lost by the Union Steward (or Alternate) during his regular, straight time shift, because of grievance processing in accordance with Section C of this Article, shall be paid for by the City at the employee's regular, straight time hourly rate. It is understood that this only applies to time lost during the Union Steward's (or Alternate's) normal, scheduled work time, and does not apply to grievance activity during his non-work hours or after the scheduled work time.

SECTION E. The Union, its officers, Stewards and Alternates shall not assume unauthorized supervisory authority or advise or direct employees to disregard the instructions of supervision or engage in any activity prohibited by Article - No-Strike Clause.

SECTION F. A copy of a new or changed Police Department, order, general order, rule, regulation or training bulletin will be made available to the President of the Union.

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ARTICLE - DEPARTMENTAL INVESTIGATION

SECTION A. Whenever any complaint or charge shall be brought against an employee from external or internal sources which focuses the investigation upon an employee, who is covered by this Agreement under such circumstances that if the facts alleged be true, the employee would be guilty of the commission of the crime or offense under the State or Federal law or a traffic violation involving death or serious injury of a citizen, the following procedure shall be established for the obtaining of statements in connection with said complaint and the employee shall specifically have the right to representation by the Union at every stage of the proceeding:

(1) The employee shall be given a summary of the charges against him.

(2) Before he is interrogated or required to make any statement, he shall be allowed the opportunity to obtain the advice of counsel.

(3) Any order to make a statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department.

(4) The order and the statement shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.

Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Department disciplinary purposes.

SECTION B. The summary referred to in paragraph (1) above, shall set forth the name of the complainant, the time, date, place at which the alleged offense or incident occurred, and a description of the offense or incident.

SECTION C. It is understood that the employer may request an employee to submit to examination questioning or interrogation by polygraph; however, no disciplinary action of any kind shall be taken against said officer for his refusal to take such tests. It is specifically agreed that employees shall never be ordered to take such a test unless and until it is declared by the Courts of the State of Michigan that evidence or information obtained in this manner is acceptable to aid in proving guilt or innocence.

1. Notwithstanding the above, it is specifically reocgnized that the employer may utilize said polygraphic examination during reference to probationary employees during the first one (1) year of service with the department for purposes of discharge from the department.

ON HOLD

ARTICLE - MISCELLANEOUS

On Hold

SECTION A. All employees may be required to report for roll call or orientation fifteen (15) minutes prior to the beginning of any regularly scheduled shift. This time shall not be considered overtime, nor will the employee be entitled to any extra compensation therefor.

SECTION B. The City shall be obligated to provide for adequate and proper cleaning of the uniforms and no specific allowance shall be paid to the employee for the uniform cleaning. It is agreed that the City shall make appropriate arrangements so that the uniforms are returned to the employee within forty-eight (48) hours after an employee presents them for cleaning.

SECTION C. An employee upon leaving the employment of the City, or retiring, shall be entitled to be paid for unused compensatory time off and unused vacation, providing the employee provides the City with at least two (2) weeks advance written notice of his resignation. when possible.

SECTION D. The Union may establish a "sick leave bank". The bank is to be credited with contributions from the accumulated sick leave of Police Department employees. Distribution, by the Union to Department employees who are unable to work because of illness or injury, may be made. Procedure shall be subject to the approval of the employer.

SECTION E. The City may, in its discretion, require that employees submit to physical and mental tests and examinations by City-appointed doctors when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.

SECTION F. The City may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time exceeding three (3) consecutive work days.

[authorize their doctors to]

O/N Hold

SECTION G. The City reserves the right to demote, suspend or transfer an employee and/or to require an employee to take an involuntary sick or health leave of absence, according to the terms of Article , Section , Leaves of Absence, if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties in the opinion of the City. Such disability shall be deemed just cause for the purposes of this Article. The City may terminate the employee at the expiration of the voluntary or involuntary health leave of absence, if the employee is not able to return to work pursuant to this Section.

SECTION H. After the effective date of this Agreement, employees will not be allowed to receive or accumulate compensatory time off in lieu of overtime, court time or call back time payments. Employees will be allowed to retain and use accumulated compensatory time under this Section to their credit on the effective date of this Agreement until such time is exhausted. Compensatory time off may be taken subject to the same restrictions as are applicable to vacations under Article .

10-22 TA'd 11-9-17

ARTICLE - LEAVES OF ABSENCE

SECTION A. The City, in its sole discretion, may grant a temporary written leave of absence to bargaining unit employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the City Manager or his designated representative and approved by him, or his designated representative, in writing, prior to the start of the leave. Such leave may be extended upon written approval by the City. Seniority shall not accumulate during such leave. No benefits will accrue to an employee during a leave of absence.

SECTION B. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

SECTION C. A seniority employee who has earned seniority at the time the leave is to commence who is unable to perform his assigned duties because of personal illness or disability and who has exhausted all sick leave available shall, at the written recommendation of a physician certifying the employee's inability to perform his duties, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to the length of the employee's seniority or one (1) year, whichever is less. A written request for such a leave must be submitted to the City Manager prior to the start of the leave. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the City in writing of his intent to return to work accompanied by a written statement from a physician selected pursuant to Article , Section , certifying the physical and mental fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall not accumulate during such leave. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article.

ON Hold

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ARTICLE - LIMITED DUTY

SECTION A. An officer who sustains an injury or incurs an illness while on or off duty, may be returned to work on limited duty at the discretion of the Department. His activities on limited duty are to be prescribed by his own physician during the first thirty (30) working days. Thereafter, additional limited duty time may be authorized, with his activities during the extended limited duty to be prescribed by the officer's own physician and the employer's physician. The officer, while on limited duty, shall receive his current rate of pay with no deductions from sick time, compensatory time or other benefits.

3.P

ARTICLE - WAIVER CLAUSE

SECTION A. 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. 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 referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE _____ - SAVINGS AND SEPARABILITY

10-22-71

If any Article or Section of this Agreement, or any supplement 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 and supplements 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 _____ - DURATION OF AGREEMENT

SECTION A. The provisions of this Agreement shall be effective as of _____, 1975, and shall continue and remain in full force and effect to and including _____, and thereafter for successive periods of one (1) year, unless either party shall at least ninety (90) days prior to _____, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

SECTION B. If any negotiations described in Section A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

SECTION C. IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly-authorized representatives the day and year first above written.

CITY OF FARMINGTON HILLS, MICHIGAN

By: _____

By: _____

TEAMSTERS, STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214

By: _____

By: _____

By: _____

By: _____

By: _____

ANALYSIS of COMPARABLE CONDITIONS
Re: City of Farmington Hills & Police Dept. of Comparable Communities

Community	Term of Contract Retroactivity	- Salaries (including COLA) - 1974 (3yrs.ex.)	1975 (3yrs.ex)	1976	1977	- Longevity - 3 years %	Amount	5 years %	Amount	10 years %	Amount	25 years %	Amount
Birmingham	6/29/74 - 6/30/76	$15,554	$16,263			0	-0-	2	$325	4	$651	10	$1,626
Bloomfield Twp.	4/1/75 - 3/3/77	14,195	16,100	$17,400		0	-0-	2	322	4	644	8	1,288
Ferndale	10/1/73 - 9/30/76	15,308	16,008	16,008		0	-0-	2	320	4	640	8	1,281
Madison Heights	7/1/73 - 6/30/76	15,100	15,958			0	-0-	2	319	4	638	8	1,277
Pontiac	7/1/75 - 7/1/76	14,734	17,689			0	-0-	0	-0-	2	354	8	1,415
Royal Oak	4/14/75 - 5/31/77	15,450	16,647	17,558		0	-0-	2	333	4	666	10	1,665
Southfield	7/1/74 - 6/30/76	15,825	17,090			0	$123	2	342	4	684	8	1,367
Troy	9/17/73 - 6/30/76	15,058	15,908			0	-0-	2	318	4	636	8	1,273
Waterford Twp.	1/1/76 - 1/1/79	15,000	15,398	16,048	$16,317	0	-0-	0	-0-	4	616	10	1,540
West Bloomfield Twp.	2/1/75 - 3/31/77	12,650	15,850	17,100		0	-0-	2	317	4	634	10	1,585
Averages		14,887	16,291	17,093		.1		11	325	3.8	616	8.8	1,432
Farmington Hills	4/1/72 - 3/31/75	$16,067	$17,070			1/2	$85.35	1	$171	4	$683	12	$2,048

APPENDIX E

Holiday Pay		Sick Leave Pay		- Vacations -				Totals			
Days	Amount	Days	Amount	Amount 3 years	Amount 5 years	Amount 10 years	Amount 25 years	Amount 3 years	Amount 5 years	Amount 10 years	Amount 25 years
12	$751.00	12	$751.00	$626.00	$938.00	$1251.00	$1251.00	$18,390	$19,028	$19,667	$20,642
12	725.00	12	725.00	604.00	929.00	1238.00	1362.00	17,754	18,337	19,468	20,236
	325.00	NS	-	-	677.00	1231.00	1231.00	16,333	17,330	18,204	18,845
10	614.00	12	736.00	614.00	921.00	1227.00	1227.00	17,922	18,548	19,173	19,812
10	666.00	12	762.00	635.00	1020.00	1361.00	1701.00	18,565	20,239	20,934	22,335
11	704.00		768.00	640.00	640.00	1280.00	1601.00	18,759	19,092	20,065	21,385
10	657.00	12	789.00	1315.00	1643.00	1643.00	1643.00	19,974	20,521	20,863	21,546
12-1/2	765.00	12	734.00	612.00	917.00	1224.00	1224.00	18,019	18,642	19,267	19,904
10	592.00	12	711.00	711.00	1066.00	1421.00	1658.00	17,412	17,767	18,738	19,899
11	671.00	12	732.00	610.00	914.00	914.00	1219.00	17,863	18,484	18,801	20,057
	647.00	12	745.00	707.00	966.00	1279.00	1412.00	18,099	18,849	19,518.	20,466
	$755.00	15	$985.00	$1050.00	$1116.00	$1444.00	$1444.00	$19,945	$20,097	$20,937	$22,302