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Ann Arbor, City of

STATE OF MICHIGAN

In Arbitration
(Under Act 312 - Public Acts 1969)

In re: City of Ann Arbor :
and :
Ann Arbor Police Officers :
Supervisory Command :
:

FINDINGS, OPINIONS
and ARBITRATION AWARD

Arbitration Panel

Thomas V. Lo Cicero,
Chairman

Joseph Valenti,
for Union

Michael Ward,
for City of Ann Arbor

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DATED: October 28, 1975

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The members of the Panel were notified, by letter dated March 25, 1975, from Chairman Robert G. Howlett, of the Michigan Employment Relations Commission, of the appointment of Thomas V. Lo Cicero, as chairman of the panel in the above matter.

On March 28, 1975, by agreement of the parties, the first hearing was scheduled at the Ann Arbor Municipal Airport for April 17, 1975. At the request of the parties, the hearing date was adjourned to May 1, 1975. It was again postponed to May 19, 1975. On May 16, 1975, Panel Member Ward advised the Chairman that most of the issues had been negotiated and that one more day would be sufficient to complete the contract. He further suggested

that the Chairman be on hand during the final negotiations to urge settlement and if the settlement were not successful, to proceed immediately with the Arbitration.

On May 19th and 20th, the Chairman was at the meeting, but did not hear any of the discussions relative to the negotiations, refusing to participate or hear any of the matters discussed. On the 20th, he was informed that good progress had been made, only one or two issues remained unresolved and that agreement could be reached that night.

On May 22nd, the Chairman was informed by the Union that agreement had been reached by the negotiating committees, that the Union had ratified it, but that the Ann Arbor City Council had refused to do so.

By order of the Commission Chairman, the Panel was ordered to proceed with the arbitration and hearings were begun on June 25, 1975 and continued on July 14th, 15th, 16th and 31st, 1975. Some 50 exhibits were presented and 312 pages of transcribed testimony was delivered to the Chairman on September 19th, 1975, on which day the parties were informed.

Jurisdictional Issues:

1. The parties had been negotiating for about a year and a half. By letter dated October 29, 1974, the Union informed the City Administrator and the Employment Relations Commission

(Arb. Ex. 4) that an impasse had been reached, "including the services of the Michigan Employment Relations Commission", and therefore was requesting arbitration under Act 312.

By letter dated November 11, 1974, (Arb. Ex. 5) the City's attorney objected because there had been no mediation, and therefore "the statutory prerequisites have not been met."

On November 15, 1974, the Union wrote to Commission Chairman Howlett, (Arb. Ex. 6) advising that they had been unable to agree on the appointment of a Panel Chairman and requested one. Also on November 18, 1974, Mr. Valenti wrote Mr. Ward (Arb. Ex. 7) answering the latter's letter of November 11th, asserting that negotiations had been carried on from February, 1974 through October, 1974, that mediation under Act 312 had been complied with but that "we cannot agree on the appointment of a Chairman of the Arbitration Panel - - - " He also stated that further negotiations could be had between the time of such appointment and the time of the actual proceedings.

On December 5, 1974, Hyman Parker, Director of Michigan Employment Relations Commission at Detroit reported to Mr. Howlett, Commission Chairman (Arb. Ex. 8) that this case had been closed by Mediator Phillips on October 14, 1974 for lack of progress without mediation meetings held, and that the case was being

reopened and assigned to Mr. Leo Cadwell for mediation activities, if warranted. Commission Chairman Howlett's letter dated December 10, 1974, to both parties (City Ex. 1) is to the same effect.

At the point in the Arbitration proceedings where the parties had agreed to submit their last best offer, Mr. Ward, on behalf of the City, reactivated this question, referring to Section 3 of the Act:

"Section 3. Whenever in the course of mediation of a public police or fire department employee's dispute, the dispute has not been resolved to the agreement of both parties within 30 days of the submission of the dispute to mediation and fact-finding, or within such further additional periods to which the parties may agree, the employees or employer may initiate binding arbitration proceedings by prompt request therefor, in writing, to the other, with copy to the labor mediation board."

The Union objected, contending that the requirement of Section 3 had waived and that this issue could not now be raised since arbitration was already in progress.

In sworn testimony, Mr. Valenti testified that they had met with the Mediator, Leo Cadwell, during the summer months of 1974, June, July and August, again some three weeks before November 18, 1974, that on May 15, 1974 he had filed for mediation, although an impasse had not been yet reached, and that Mr. Cadwell had advised both parties he would mediate when the issues, some 30 on each side, had been narrowed down; that Mr. Cadwell had inquired about his coming in, but that Mr. Ward had refused, although there was an impasse, because there were too many open issues. (Tr. p. 96-97)

Several exhibits were produced by Mr. Valenti:

- Telegram to Mr. Cadwell (Union Ex. 11) dated September 13, 1974 requesting mediation.
 - Letter to the City Administrator (Union Ex. 12) reviewing the situation, and contending that an impasse had been reached, that the City's bargaining team "would just as soon go to Arbitration over the entire matter", unless agreement was first reached on non-economics, which procedure was acceptable to the Union, and that the Union was ready for mediation, and that "if the City is willing to waive mediation under our statutory obligation, we would be more than glad to proceed directly to Arbitration."
 - Letter to Mr. Howlett, with copy to the City Administrator, dated December 9, 1974, again requesting the appointment of a Chairman, because an impasse had been reached and mediation under Act 312 had been complied with.
 - Telegram to Mr. Howlett, dated March 4, 1975 (Union Ex. 15) repeating the above request.
 - Telegram to Mr. Howlett, dated March 24, 1975 (Union Ex. 16) again repeating the request.
- On March 25, 1975 Chairman Howlett made the appointment.

Thereupon, the Panel Chairman ruled that the provisions of Section 3 had in effect been complied with, since by actually coming to an agreement which was submitted to the principals for ratification, there was no further need for mediation. Furthermore, Mr. Howlett, who was aware of the situation through the exchange of many letters and telegrams must have come to the same conclusion when he appointed this chairman of the Arbitration Panel. After reviewing the entire record, I come to the same conclusion again.

2. The second basic question raised at the outset of the formal proceedings relates to whether or not the Arbitration Panel has the authority to order in effect the agreement as negotiated by the Committees, ratified by the Union, but rejected by the City Council.

Union Position

The Union claims that the negotiating committees reached agreement on a contract as the result of a final proposal by the City's Committee, with assurances that it had authority to make the final proposal, that the Union Committee accepted such proposal and had it ratified. From this, the Union contends that the Arbitration Panel should order the contract into effect despite its rejection by the City Council of Ann Arbor.. (Tr. Pgs. 6-7)

City's Position

The position of the City is that the City Council ratified the entire contract with the exception of some five issues, and "that all the tentative agreements contained in the document, except those to which the council took exceptions, are not at issue, and the other ones are." (Tr. pp. 9-10)

The Chairman took the position that he could not vote on the adoption of the negotiated contract, not ratified by the City, because he had heard no testimony on any of its contents. The proposed agreement is between the Union and the City of Ann Arbor and would have to be ratified by both parties not just by the committees. Therefore, the Chairman ruled that the Panel had no authority to vote on implementing the tentative agreement as an award of the Arbitration Panel.

Statement of Issues

The Union presented its last and best offer (Union Ex. 3, appended hereto) including some twenty-four contract items and agreed to accept the City's contract language as set forth in City Exhibit 2.

The City withdrew objections to all these items, except five, no lay-off, salaries, retroactivity, personal leave days and term of contract and submitted its last best offer (City Ex. 2 - appended hereto)

However, the Union insisted on a determination of all issues, on the basis of the record, and consequently, the following were identified by the Panel as being the economic issues upon which an award would be made:

1. Length of Labor Agreement and Retroactivity
2. Salary Rates
3. Lay-off
4. Promotion
5. Vacations
6. Life Insurance
7. Hospitalization
8. Uniform Allowance
9. Retirement
10. Blue Cross for Retirees
11. Cost of Living Clause
12. Sick Pay
13. Longevity
14. Holidays
15. Personal Leave Days
16. On the Job Injury
17. Bargaining Committee Compensation
18. Holiday Pay
19. Lay-off Benefit

Discussion and Awards

1. Length of Labor Agreement and Retroactivity.

The City proposed that the arbitration cover two fiscal years, from July 1, 1974 through June 30, 1976. Panel Member Ward, as well as Chief Krasny, contended that in the negotiations, as well as in the arbitration proceedings, both stated that this had always been the City's position.

"- - I want it absolutely clear, it's the position of the City of Ann Arbor on the issue of duration, namely, length of agreement, is that the agreement will date from July 1, 1974 to June 30, 1976; that its position on all substantive and economic issues is that, unless stated otherwise, such as salary schedule, I believe the sick leave portions of it will be, has a different date, and I believe portions of the City's last best dealing with personal days has a different date, namely, July 1, 1975, - - - unless stated to the contrary, our position is that they become effective and it is our last best offer for 1974 - - " (Tr. p. 229)

But it was also the City's position on retroactivity that:

"It is its position on retroactivity, since I take it we have decided to consider these both in the same issue, duration and retroactivity - - - it is the position of the City that this Panel does not have the statutory authority to grant retroactivity for the fiscal year 1974-75, because the Union did not comply with the statutory mandates, did not initiate arbitration prior to the expiration of the City's 1973-74 fiscal year. But as to duration of agreement, except as specified otherwise, it will be effective July 1, 1974." (Tr. pp. 229-230).

The question of statutory authority relates to Section 10, of Act 312, which in part, reads:

"The commencement of a new municipal fiscal year after the initiation of arbitration procedures under this act, but before the arbitration decision, or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or authority of the arbitration panel or its decision. Increases in rates of compensation awarded by the arbitration panel under section 10 may be effective only at the start of the fiscal year next commencing after the date of the arbitration award. If a new fiscal year has commenced since the initiation of arbitration procedures under this act, the foregoing limitation shall be inapplicable, and such awarded increases may be retroactive to the commencement of such fiscal year, any other statute or charter provisions to the contrary notwithstanding. At any time the parties, by stipulation, may amend or modify an award of arbitration."

At first, the Union took the position that the City had offered only a one-year contract, from July 1, 1975 to June 30, 1976, because the City's last best offer was City Exhibit 2 stated:

"Article XVII - Duration

This Agreement shall become effective as of _____ day of _____, 1975 and shall remain in full force and effect until the 30th day of June, 1976, etc. - - "

However, after a lengthy discussion of the misunderstanding, both parties proceeded to introduce testimony to cover both years.

It is the Chairman's conclusion that the award must be for a two-year contract, from July 1, 1974 through June 30, 1976, with retroactivity on all items, except as specifically reserved,

to July 1, 1974. This includes salaries, in accordance with the negotiated agreement of the parties which was ratified by the Union, but not by the City. As a matter of fact, it was also the position of the City, at the outset of the arbitration hearing that all provisions of that contract were binding because the City Council had refused ratification of only five or six items, and had provided retroactivity on salaries retroactively to January 1, 1974.

Furthermore, in its last best offer the City also proposed rates effective July 1, 1974, if retroactivity was awarded.

An interpretation of Section 10, as contended by the City would permit an employer to delay negotiations and even arbitration proceedings until after the start of a new fiscal year and then contend that retroactivity could be effective only to the commencement of the last fiscal year, thus barring wage increases for a whole year during which a new contract had been negotiated. I cannot agree that the Legislature intended such a result.

Award - The panel, therefore, awards a two-year contract term from July 1, 1974 through June 30, 1976 with salaries as awarded hereafter, effective retroactively to July 1, 1974, except where a subsequent date is expressed.

2. Salary Rates
City's last best offer:

<u>Classifications</u>	<u>July 1, 1974</u>	<u>July 1, 1975</u>
Sergeant	\$17,409 (per year)	\$18,451
Staff Sergeant	17,670 (per year)	18,834
Lieutenant	18,730 (per year)	19,784
Captain	19,853 (per year)	20,983

Union's last best offer:

	<u>July 1, 1974</u>	<u>January 1, 1975</u>	<u>July 1, 1975</u>
Sergeant	\$17,113	\$17,931	\$19,005
Staff Sergeant	17,627	18,469	19,575
Lieutenant	18,685	19,577	20,750
Captain	19,806	20,752	21,995

A study of the evidence submitted indicates that seven other cities were referred to as comparable to Ann Arbor (99797):
 Flint (193317) Lansing (131403) Grand Rapids (197649)
 Pontiac (85279) Jackson (45484) Saginaw (91849)
 Kalamazoo (85557)

However, based on population, about six more cities may be used for comparison:
 Dearborn (104199) Royal Oak (86238) Livonia (110109)
 St. Clair Shores (88093) Redford Township (71276)
 Warren (179260)

RE: Comparable 1974 Salary Rates -

	<u>Sergeant</u>	<u>Staff Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
Flint	\$17,962	none	\$21,558	\$22,661
Grand Rapids	16,071-17,070	"	17,747	20,003
Jackson	17,305-20,656	"	19,027-22,713	20,876
Kalamazoo	16,041	"	17,300	19,663
Lansing	15,724	"	17,658	19,422
Pontiac	17,568-18,478	"	20,146	23,167
Saginaw	<u>14,833-15,553</u>	"	<u>17,498</u>	<u>20,262</u>
Average	\$17,024		\$19,206	\$20,865

	<u>Sergeant</u>	<u>Staff Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
Dearborn	\$17,232	None	\$18,716	-
Livonia	19,052	"	20,841	-
Redford Twp.	18,397	"	19,549	-
Royal Oak	18,972	"	20,685	-
St. Clair Shores	17,595	"	19,007	-
Warren	<u>19,321</u>	"	<u>19,577</u>	-
Average	\$18,428		\$19,729	
Average of all		\$17,439		

From the foregoing, it is obvious that the 1974-75 salary rates proposed by either party can be justified.

However, little or no testimony was presented relative to 1975-76 rates. Only those of three cities were available. We have two other sources in the record relating to 1975-76 rates; (1) Union Exhibit 30, being the award in Arbitration on salary increases for fire fighters in Ann Arbor. In that arbitration, the City proposed a 6-1/2% increase for all positions and classifications over the 1974-75 rates while the Fire Fighters Association's last best was an 11.1% increase. The Arbitration Panel awarded the Union's last best offer for the 1974-75 fiscal year and the City's last best offer for fiscal year 1975-76.

Applying this same percentage of increase for the 1975-76 rates, the salaries would be as follows, (assuming the City's last best rates for 1974-75):

	<u>1974-75</u>	<u>1975-76</u>
Sergeant	\$17,409	\$18,541
Staff Sergeant	17,670	18,819
Lieutenant	18,730	19,947
Captain	19,853	21,143

(2) The rates negotiated by the Negotiating Committees of the parties is the other source for 1975-76 rates. These should represent the closest meeting of the minds for it took them many months of negotiations to reach agreement, at least by the Committees. The salaries so negotiated were (City Ex. 4):

	<u>July 1, 1974</u>	<u>January 1, 1975</u>	<u>July 1, 1975</u>
Sergeant	\$16,615	\$17,409	\$16,300
Staff Sergeant	17,113	17,931	19,286
Lieutenant	18,140	19,007	20,443
Captain	19,229	20,147	21,669

Since the panel is required by law to award either of the last best offers of the parties, based on all available comparables the chairman finds the Union's last best offer most nearly complies with the applicable factors prescribed in Section 9 of Act 312.

3. No Lay-offs.

It appears that this issue has been the most hotly contested issue between the parties. It was discussed at length in the arbitration proceedings but no agreement or compromise could be reached, thus requiring consideration here.

Union's Position.

It is the position of the Union that by virtue of the prior contract (for the period from July 1, 1972 through June 30, 1974) a command officer who was scheduled for lay off had the right to carry his seniority down into the lower classifications (which are in a separate bargaining unit referred to as the Association unit). Thus, command officers (who had come up through the ranks

into command posts) could bump down into the Association unit and carry their seniority with them.

It further claims that the City negotiated a contract provision (at a time it was not obligated to do so and about a week after rejecting the negotiated contract) which makes it impossible for a command officer to bump down into the lower ranks, that if he is laid off he has no seniority in the lower ranks, and would be treated as a newly-hired employee, so that he would immediately be subject to lay off from the lower rank by reason of the greater seniority of other officers in the lower rank.

The Union claims that by amending the current Association contract, its effect is to wipe out the value of the language in the prior contract for command officers which gave them the right to bump down into the lower ranks. Therefore, the Union proposes new language to the effect that there will be no lay-offs in the command unit during the term of the new contract except for disciplinary reasons, and in this manner, they will retain the same protection against lay offs they had before.

It also contends that the Union is simply adopting the language that the City has already granted to Investigators in the Association unit, when in its last best offer it proposes the following provision:

"It is understood that there will be no reductions, deletions or demotions in or from the command unit for the duration of the negotiated agreement except for disciplinary reasons."

The City's contention on this point is, first, that the arbitration panel has no authority to rule on this question because unit size is not a mandatory, but permissive, subject of bargaining, that the parties are not allowed by law to arrive at an impasse and therefore cannot be a disputed subject of arbitration; and, Second, that there are no such restrictions in other jurisdictions.

The record fully supports the claim of the Union that the tentative Agreement reached by the negotiating committees and ratified by the Union, but rejected by the City Council, provided a means by which command officers to be laid off had the right to bump into the lower ranks, retaining their seniority and the rights that flow from seniority, even though they bumped into another bargaining unit represented by another union. The overwhelming majority of contracts throughout the State so provide. No explanation was given why the City amended its contract with the Union representing the lower unit a week after it rejected the contract with the command officers Union, to provide that investigators in the lower unit would not be laid off during the term of that contract. This occurred at a time when there was a binding agreement in effect and neither party could reopen it for amendment except by mutual consent.

True, this related only to "investigators," and, therefore, the City argues that the amendment does not affect the police officers and that the previous provisions relating to lay-off are still in effect under its proposed contract. However, if the City is not permitted to lay-off "Investigators" during this contract, it seems only reasonable to expect that in the face of conditions requiring a lay-off there would be a greater tendency to look to the command unit for personnel who could be laid off than before when Investigators could be laid off.

The City's "Last Best Offer" provides language which:

1. Defines "Seniority" as "an employee's length of continuous full-time employment with the Employer since his last hiring date." The prior contract defines it as the "Employee's length of service in the Department. (Sec. 1 Art. VI)
2. Permits lay-off on a permanent Employee when the Employer deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons.
3. Requires lay-off to be made by inverse order of seniority within a position classification, and that bumping downward, by seniority, will be allowed, including into the police officer ranks (Sections 5 (a) and (b)) (City Ex. 2)

The previous contract provided the same language (Union Ex. 1 - Sec. 15 (c) (1) (2) (3))

Thus, there is no change in the effect of this language

on lay-offs. It is only because a change was made in the lower unit contract to restrict the City's right to lay-off Investigators that creates a problem. Suppose that the City Council had ratified the negotiated agreement ratified by the Union. The language in that contract would have been exactly as now proposed by the City. And upon the subsequent amendment of the lower-unit contract, the command unit contract would have remained exactly as now proposed.

Whether, or not this Panel has the right to rule on this question, the Chairman finds it impossible to agree that the panel adopt the Union's last best proposal. The command unit will still be entitled to bump down into the lower unit, with the exception of the Investigator positions. As stated above, the provision requested by the Union is no where else to be found, except in the lower unit contract and, in the postal workers contract. It cannot be said that the Union's last best offer on this issue "more nearly complies with the applicable factors prescribed in Section 9."

Accordingly, the Panel awards the City's last best offer on this issue.

4. Promotions -

The Union's Exhibit 3 lists "Promotions" as an issue to be considered and refers to the "City's offer page 7, section 1, 1 a, Section 2, Section 3, Section 3a, page 10 section 8a, 8b, 8c, Section 9a, 9b, 9c, 9d."

These all relate to language on "Seniority". However, no testimony was presented on this issue by either party.

Therefore, the Chairman must conclude that both parties accepted the provisions named above when the Union agreed, during the arbitration proceedings, to accept all of the language of the City's last best offer.

Accordingly, no award need be made.

5. Vacations -

The City's last best offer on vacations is:

Employees with 1 year to 10 years service	150 hours pay
- 10 to 15 years service	180 hours pay
- 16 or more years service	210 hours pay

The Union's last best offer is;

1 to 10 years service	180 hours pay
10 to 15 years service	200 hours pay
16 to 21 years service	230 hours pay
22 years and over	250 hours pay

In reviewing the vacation benefits of comparable cities, no one has the benefits requested by the Union. The great majority are within the range of the City's offer.

Therefore, the Panel awards the City's last best offer on vacations.

6. Life Insurance -

The City's last best offer on life insurance is to continue the prior amount of \$5,000.00.

The Union's last best offer is \$10,000.00.

An examination of life insurance provided by comparable cities indicates that all are over \$5,000 and the average is substantially above \$10,000.00.

The Panel, therefore, awards the Union's last best offer on life insurance.

7. Hospitalization -

The City proposes to continue the existing hospitalization plan, summarized as follows:

High benefit comprehensive Blue Cross-Blue Shield MVFI plan, paid by the employer, with Master Medical, 50% Delta Dental Plan with Prescription Rider, basic Co-operative Optical plan at \$1.25 per employee per month, paid by the City.

The Union's last best offer proposes:

High benefit Comprehensive Blue Cross-Blue Shield MVF II Plan, 100% employer paid Delta Dental Plan, Master Medical IV plan, continuation of the existing prescription rider and Basic Co-op Optical plan.

All seven comparable cities have the MVFI plan, except Jackson and Lansing, three cities have the master medical plan, four do not. One has the Optical plan and dental plan, but six have neither.

On the basis of comparisons, the Panel awards the City's last best offer.

8. Uniform Allowance -

The City's last best offer on Clothing and Equipment purchase and maintenance allowance was \$500 annually, and an allowance of \$150.00 for equipment maintenance, with an increase of \$50 for clothing and equipment purchase and maintenance effective July 1, 1975.

The Union, in its last best offer proposes \$625 for purchase and maintenance of clothing with the \$150.00 annually for equipment purchase.

It is assumed that one-half of the total amounts are for clothing (Uniform) and one-half for equipment.

In reviewing the benefits paid by comparable cities, we find that only Pontiac pays \$300 for clothing, maintenance. All the others are below.

The Panel awards the City's last best on Uniform allowance.

9. Retirement -

The City proposes to continue the existing Pension Plan, which I believe covers both Police and Fire members.

The Union's last best proposes retirement after 25 years of service, regardless of age, (instead of 30 years or age 55 now in effect)

No meaningful evidence was presented on this issue. We note from the Fire Fighters' Arbitration Award (Union's Ex. 30) that the City's last best was awarded.

The Panel awards the City's last best offer on this issue.

10. Blue Cross for Retirees -

The City's last best offer on Blue Cross hospitalization coverage for retirees provides that the retiree pays for it at a group rate.

The Union's last and best offer is to have the employer pay for it.

In the seven cities used for comparison, five pay for this coverage. In Ann Arbor, the fire-fighters were awarded it in arbitration.

The Panel awards the Union's last and best proposal.

11. Cost of Living Clause -

The Union's last best offer calls for a Cost of Living clause.

The City does not.

Of the seven cities with which comparisons were made, only Jackson has such a clause. In the fire-fighters arbitration, it was not awarded, although the D.P.W. employees of Ann Arbor have it.

The Panel awards the City's last and best offer.

12. Sick Pay -

The present program provides employees with a 120 maximum sick leave bank, with payment for one-third of unused sick leave credit each year, and payment for one-half of unused sick leave credit each year if a bank of 120 days is already credited.

The City's last best offers to delete the one-third pay off condition and continue the remaining program.

The Union's last best proposes an unlimited bank accumulation with days computed at 10 hours, with the option to be paid on December first of each ^{year} /for one-third of unused sick leave days, and one-half payment for all days in excess of 120 accrued days, plus any remaining days earned in the calendar year preceding retirement or death.

In comparable cities, more than half have unlimited accumulation of sick leave credits, while most of the remaining cities accumulate more than 120 days.

The City's office clerical employees accumulate without limit as do the Fire-Fighters.

The Panel awards the Union's last best offer.

13. Longevity -

The City's last and best offer on longevity is to continue the prior program of:

After 5 years	-	\$300.00
After 10 years	-	600.00
After 15 years	-	900.00
After 20 years	-	1200.00
After 25 years	-	1500.00

The Union's last best offers to change the dollar amounts to percentage of base salary:

- 2-1/2%, 5%, 7-1/2% and 10% respectively.

Of the cities compared with, most provide less than the City's last best offer, while the best provide 2% after 5 years, 4% after 10 years, 6% after 15 years and 8% after 20 years. The

The police officer employees contracts both provide the same as the City's last best.

The Panel awards the City's last and best offer on longevity.

14. Holidays -

Nine and one-half (9-1/2) holidays were provided in the previous contract.

The City's last best offers to continue these holidays.

The Union's last best requests ten and one-half (10-1/2) days.

In the comparable cities, three provide 10, 10-1/2, and 11 holidays, two provide 9 and one 8 days. The City's Police department and Office clerks have 10-1/2 holidays. The fire-fighters were awarded 10-1/2 holidays, two beginning in 1975.

The Panel awards the Union's last best on holidays.

15. Personal Leave Days -

The City now permits three paid personal leave days and its last best offer proposes to continue them.

The Union's last best proposes, in addition, two days taken from the sick leave bank.

The Fire-fighters arbitration panel awarded them the Union's last best and the City's office clerical employees enjoy the same.

However, of the comparable cities, only two cities grant one day, while four others give none.

The Panel awards the City's last best on Personal Leave Days.

16. On the Job Injury -

The City's previous contract provided a workmen's compensation supplement equal to the difference between the employee's salary and the amount received from Workmen's Compensation for a period of 365 days.

The City's last best offers to continue this benefit.

The Union's last best requests that after the 365 days, an employee who cannot return to work shall continue to be paid 70% of the difference between the employee's salary and workmen's compensation pay, until the employee is able to return to work or receives a duty-related disability pension.

No other comparable city has as broad a benefit as now in effect, except Flint. The Fire-Fighters were awarded the Union's last best.

However, the Panel awards the City's last best on this issue.

17. Bargaining Committee Compensation -

The Union's last best proposes payment to the members of the Bargaining Committee at straight time "for all hours spent in contract negotiations on off duty time."

The City makes no last best offer on this issue.

The only evidence presented was the provision in the Ann Arbor office clerical employees contract which reads:

"Unit Bargaining Committee. Employee members of the Bargaining Committee will be granted straight time hours for the time spent during the normal working day in negotiations with the City. Employees who bargain on other than normal regularly scheduled work-day will be granted straight time compensatory time for hours spent bargaining with the City."

(p.39)

The office clerical employees in the police department are paid "for all time necessarily lost from their regularly scheduled work while attending" special conferences. (par. 8d)

The Panel does believe that neither of the foregoing provisions go as far as the Union's proposal and has no knowledge of members of bargaining committees being paid for time spent while off duty.

The Panel, therefore, makes no award on this issue.

18. Holiday Pay -

Under the previous contract, holidays worked were paid at the rate of time and one-half the regular rate.

The City's last best offer proposes to continue it.

The Union's last best requests that the rate be increased to double the straight time rate.

No evidence was presented to indicate payment at double time for worked holidays. The office clerical of the Police Department, the Police Department and the negotiated contract for the Supervisory Command all provide payment at time and one-half.

Therefore, the Panel awards the City's last and best on this issue.

19. Lay-off Benefit -

The Union's last best offer provides a payment to be made to anyone laid off from the command unit of 95% of salary for periods up to one year.

No offer is made by the City, but we assume it means no change from previous practice.

The Panel has no evidence before it on this issue and therefore makes no award.

Appended hereto are the following documents for reference:

I City's Last and Best Offer (City Ex. 2)

II Union's Last and Best Offer (Union Ex. 3)


Conclusion

Basically, both parties have accepted the City's last and best offer on the form of the contract, namely City Exhibit 2.

Therefore, the Panel awards City's Exhibit 2 as its last and best offer on form, and as awarded above on each of the specific issues.

The Panel retains jurisdiction of this matter in order to implement the foregoing awards into the final contract.

Dated: October 27, 1975


Thomas V. LoCicero - Chairman

Joseph Valenti, Panel Member

- Dissenting on Nos.

3, 5, 7, 8, 9, 11, 13, 15, 16, 17, 18, 19

Michael Ward, Panel Member

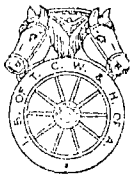
- Dissenting on Nos.

Jurisdiction

1, 2, 6, 10, 12, 14

TEAMSTERS

State, County and Municipal Workers



LOCAL 214

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

2801 TRUMBULL AVENUE  ① DETROIT, MICHIGAN 48216

October 28, 1975

Thomas V. Lo Cicero
2372 First National Bank Building
Detroit, Michigan 48226

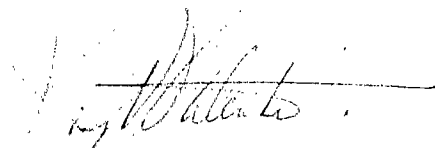
Dear Sir:

In order that we may comply with the statutory provisions of Act 312, we are signing the Opinions and Arbitration Award as submitted by the Chairman to the Union's panel representative, Joseph Valenti, President, Teamsters Local 214, with dissenting votes on the following issues:

3. Lay-off.
5. Vacation Increase.
7. Increase in Hospitalization.
8. Increase in Uniform Allowance.
9. Increase in Retirement.
11. A Cost of Living Factor.
13. Increase in Longevity.
15. Increase in the Number of Personnel Leave Days.
16. Increase in the Amount of Monies Paid For On the Job Injury.
17. Compensation For Bargaining Committee.
18. Compensation For Work On Holidays.
19. A Lay-Off Benefit Provision.

All other items are considered a "Yes" vote by this Local Union and its panel member. Those provisions on which this Local Union wishes to dissent will be forwarded to you in a brief within five days, giving specific reasons for this Union's objections to the panel's decision. However, we are signing the document as of October 28, 1975.

Yours very truly,



Joseph Valenti
President

bm

Jacobs & Ward

ATTORNEYS AND COUNSELORS

DARREL D. JACOBS
MICHAEL F. WARD

SUITE 808
151 SOUTH ROSE STREET
KALAMAZOO, MICHIGAN 49006
616/349-8651

November 10, 1975

Thomas V. LoCicero, Esq.
2372 First National Bank Building
Detroit, Michigan 48226

Dear Mr. LoCicero:

The following constitutes my votes on each issue
in your proposed award:

Jurisdiction of Panel	No
Length of Contract	ok
Retroactivity	No
Salaries	No
Lay off	Yes
Promotion	Yes
Vacation	Yes
Life Insurance	No
Hospitalization	Yes
Uniform Allowance	Yes
Retirement	Yes
Blue Cross for Retirees	No
Cost of Living Clause	Yes
Sick Pay	No
Longevity	Yes
Holidays	No
Personal Leave Days	Yes
On the Job Injury	Yes
Holiday Pay	Yes

If you have any questions regarding my votes, please
do not hesitate to contact me.

Very truly yours,



Michael Ward

MW:pae
cc: S. Murray

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 1975, by and between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, and hereinafter termed the Employer, and Local Union No. 214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, located at 2801 Trumbull Avenue, Detroit, Michigan, hereinafter called the Union:

W I T N E S S E T H :

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's and the employee's commitment to continue to provide quality law enforcement service in an efficient manner to the community. The Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

To this end, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize Local 214, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work, and conditions of employment for the term of this Agreement for the following unit: Sergeants, Staff Sergeants, Lieutenants and Captains (Police Supervisory Unit).

- (a) The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

APPENDIX I

Section 2: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Police Department and the employees therein are vested solely and exclusively in the Employer.

Section 3: The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

Section 4: The Union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

Section 5: It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to the monthly Union dues uniformly required of all Union members. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union shall become and remain members in good standing of the Union, within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to the monthly Union dues uniformly required of all Union members. All Employees covered by this Agreement who are hired after the effective date thereof, shall become and remain members of the Union in good standing or pay a representation fee equivalent to the monthly Union dues uniformly required of all Union members upon completion of thirty-one (31) days of employment.

- (a) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other forms of liability arising out of this Section

Section 6: All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the last paycheck of each month the regular monthly dues or representation fee and initiation fees for members in the amounts certified to the

Employer by the financial secretary of the Union within fifteen (15) calendar days thereafter.

- (a) The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union or employees.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: Grievances shall be processed according to the following procedures:

Step 1. An employee who feels he has been aggrieved or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his complaint with his immediate supervisor, with or without the presence of his Steward as he chooses within five (5) calendar days after the occurrence of the event upon which the grievance is based or within five (5) calendar days after the employee becomes aware of the facts giving rise to the grievance or within five (5) calendar days after circumstances were such that the employee reasonably should have had knowledge of the facts giving rise to the grievance. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the complaint with his Steward.

Step 2: If the matter is not satisfactorily settled in Step One, the aggrieved employee shall report such grievance to his Steward and his shift commander as soon as possible, but in any case within seven (7) calendar days of the event giving rise to the grievance. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved and the circumstances surrounding the grievance. The Steward shall then discuss such grievance with the Shift Commander in an attempt to resolve the grievance. This discussion shall be had within five (5) calendar days of receipt of the grievance by the Steward and a decision in writing must be rendered by

the superior within five (5) calendar days after said discussion with a copy of said decision going to the employee and the Steward.

Step 3. If the grievance is not satisfactorily settled in Step 2, the Steward shall appeal within five (5) calendar days such grievance to the Chief of Police. Upon notification to the Chief of the appeal, a meeting shall be had with the Chief or his designee, and the Steward within five (5) calendar days, and a written decision shall be rendered by the Chief or his designee within five (5) calendar days of the meeting.

Step 4. If the grievance has not been resolved in the foregoing Steps and the Union desires to process the grievance further it shall submit the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Chief's Third Step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

Section 5: Time limits at any Step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any Step of the grievance procedure within the specified time limits, the grievance shall be construed as being settled on the basis of the Union's last position.

ARTICLE III - STEWARDS

Section 1: The Employer recognizes the right of the Union to designate a Steward and an alternate from the seniority list of each of the units described in Section 2. Once a Steward and an alternate are selected, their names will be submitted to the Police Chief, to the Personnel Department and to the City's Labor Relations unit for their information.

The authority of the Steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties:

- (a) The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
- (b) The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers, provided, such messages and information:
 - (1) have been reduced to writing, or,
 - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the work of the Police Department.

Section 2: The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

ARTICLE IV - DISCIPLINE AND DISCHARGE

Section 1: Upon receipt of an allegation or complaint of misconduct from within the department or from outside the department, or an incident has occurred which may result in disciplinary action against an employee, a supervisor shall inform the employee of the nature of the accusation. The supervisor or employee will notify the employee's Steward that a complaint has been made against the employee. The employee shall, at the time of notification, if he or she so desires, have the right to consult privately with his Steward.

If the employee chooses not to respond to the complaint or allegation or if the response is not satisfactory, the supervisor may then proceed to Section 2 of this Article.

- (a) In severe cases where it is necessary for the supervisor to immediately relieve the employee of duty, the employee shall be informed of the reason for his relief from duty and be allowed the opportunity to discuss his relief from duty with his Steward before being required to leave the premises. In the event an employee is relieved from duty, only his salary shall be discontinued until returned to duty, reassigned, suspended, or discharged

Section 2: The supervisor after notifying the employee of the complaint or accusation in accordance with Section 1 above, shall as soon as possible reduce the allegations or complaint to writing and present it to the employee not later than the conclusion of the employee's next working day or if the employee was relieved of duty in accordance with Section 1 (a) above, give positive notification of the allegations to the employee not later than the conclusion of the next day. The employee shall have until his next working day after receipt of the written allegations to reply. If the employee does not reply within the required time limits the supervisor may proceed as though the employee has engaged in the conduct which was the subject of the allegation or complaint and thus proceed with an investigation of the matter. The investigation shall be conducted with all possible haste and except for complicated matters, shall be concluded within seven (7) calendar days from the date the employee answers or refuses to answer the allegation.

Section 3: The investigating supervisor shall upon completion of his investigation make a recommendation to the employee's Division Commander as to his findings and suggested discipline if any. The investigating supervisor shall not base his recommendations upon infractions which have occurred more than twenty-four (24) months prior to the occurrence under investigation. The Division Commander will make a decision concerning the investigation and will administer appropriate discipline if warranted. The decision of the Division Commander will be forwarded to the employee in writing not later than the work day following the day the Division Commander has received the completed investigation from the investigating supervisor.

Section 4: In the event the employee believes the discipline administered by the Division Commander was unjust, it shall be a proper subject for the grievance procedure provided a written grievance with respect thereto is presented to the Chief pursuant to Step Three of the grievance procedure within two (2) days after the Division Commander has notified the employee of the discipline and administered same to the employee.

Section 5: In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge or suspension less such compensation as he may have earned at other employment during such period.

ARTICLE V - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged.

ARTICLE VI - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs due to lack of work or funds except as hereinafter provided.

- (a) It is understood and agreed that certain employees, who left the employ of the Employer, were, at the time of their re-hire, allowed seniority to the date of original hire. Employees who were given seniority to their original date of re-hire shall maintain said seniority date.

Section 2: All new employees shall be probationary employees until they have actually worked five (5) calendar years for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his relative length of service. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 3: The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate Department bulletin board each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their promotion date and date of last hire, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in order of the application for employment with the City of Ann Arbor.

- (a) Instances where an employee enters a rank classification by reclassification, his classification seniority shall date from that date of reclassification. For purposes of rank reduction and promotion, an employee's rank classification shall be determined by the date of reclassification if two (2) or more employees have the same reclassification date their seniority shall be determined on the basis of their entry dates into the rank classification from which they were reclassified. If two (2) or more employees have the same entry date into the classification from which they were reclassified, then the employee's last date of hire shall be the determining factor.

Section 4: An employee's seniority shall terminate:

- (a) If he quits, retires or is justifiably discharged.
- (b) If following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work immediately upon receipt of a written notice sent by certified mail of such recall to his address on record with the Employer or, having notified the Employer of his intention to return, fails to do so within fourteen (14) calendar days after such notice is sent.

- (c) He is absent for three (3) consecutive working days without notifying the Chief or his designee. In proper cases, exceptions may be made with the consent of the Chief. After such absence, the Employer will send written notification to the employee at his last known address that he has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- (d) When he has been laid off from the Department for lack of work or funds for a period of twenty-four (24) or more consecutive months.

Section 5: The Employer may layoff a permanent Employee when he deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the Employee's control and which do not reflect discredit upon the services of the Employee. The duties performed by any Employee laid off may be re-assigned within reason to other Employees already working who hold positions in appropriate classes.

- (a) Layoff of Employees shall be made first by inverse order of their seniority within a position classification. Further, bumping downward, by seniority, will be allowed, including into the police officer ranks.
- (b) The Chief shall give written notice to the Director of Personnel and to the Employees and Union on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least one (1) week before the effective date thereof.

Section 6: When the working force is increased after a layoff, Employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the Employee at the last known address by registered mail or certified mail. If an Employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered to have quit.

Section 7: The Employer shall have the right to temporarily transfer employees within the bargaining unit from one classification to another for a period of not to exceed ninety (90) days to cover for employees who are absent. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. It is understood and agreed that when an employee is temporarily transferred due to vacation, the provisions of this Section shall not apply.

Section 8: When it is necessary to fill a new permanent rank classification or a permanent vacancy in an existing

rank classification such vacancy, except for the unit entrance level rank, shall be posted on the Department bulletin board for seven (7) days during which time employees may indicate their desire to compete for said vacancy by submitting a written application or bid to the Chief. Notification of promotion vacancies shall be sent to all affected employees on vacation during the seven (7) day posting period.

- (a) To be eligible to compete for the rank of Staff Sergeant an employee must have five (5) years seniority with the Department, one (1) year of which immediately preceding the promotion was at the rank of Sergeant within the unit.
- (b) To be eligible to compete for the rank of Lieutenant an employee must have six (6) years seniority with the Department, one (1) year of which immediately preceding the promotion was at the rank of Staff Sergeant within the unit.
- (c) To be eligible to compete for the rank of Captain an employee must have seven (7) years of seniority with the Department, one (1) year of which immediately preceding the promotion was at the rank of Lieutenant within the unit.

Section 9: The employee thus awarded the rank shall be transferred thereto as soon as is practicable after the award is made and shall be on rank probation for a period of six (6) months commencing with his first actual day on the job. An employee may be removed or request to be removed from the rank anytime during the six (6) months probationary period that he demonstrates that he does not have the ability, skills or other attributes to satisfactorily perform the requirements of the rank. In the event the employee is removed from the rank or requests to be removed during his rank probationary period, he shall bump the least senior employee in the last previous rank classification he had permanently occupied or any lower rated rank classification and the employee bumped shall have the same right. Employees removed by the Employer as described in this section shall be notified of the reasons for removal in writing by the Employer at the time of removal. The employee shall retain the right to invoke the grievance procedure in protest of the removal.

- (a) Any position vacancy classified within the bargaining unit and declared open by the Chief of Police must be filled within ninety (90) calendar days after the date the vacancy was declared open, and/or was newly created.
- (b) Any and all positions or rank classified as part of this bargaining unit except Sergeant which are declared open by the Chief of Police must be filled either by promotion or transfer from the qualified members of the Ann Arbor Police Department who have full seniority with the Ann Arbor Police Department as required in Section

8 and are on the eligibility list maintained annually by the Department.

- (c) Except in an emergency, no person except for the positions of Major, Deputy Chief or Chief whose command responsibilities may overlap the responsibilities of those in the unit, shall perform the duties of a member of this bargaining unit who is not a member of this bargaining unit.
- (d) If an employee is transferred or promoted to a position under the Employer not included in the Department or Unit and is thereafter transferred again to a position with the Department or Unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, with the exception of the privilege of promotion. Concerning promotions, this transferred employee is treated as a new employee and must begin his "seniority" for promotions from date of transfer, unless his absence was for less than one (1) year and in that event, no seniority would be lost except for the actual period of absence.

Section 10: The Employer reserves the right to reclassify existing positions based on assignment duties and responsibilities or make changes in assigned duties and responsibilities; provided, however, no employee shall be assigned duties which are not customarily performed by persons in his respective job classification. It is agreed that such reclassification shall not be arbitrary or capricious. If other sections expressly abridge this Section, the other sections shall govern.

Section 11: For the purpose of layoffs and recalls, only the Union Steward shall head the seniority list and shall be retained at work so long as he is willing and has the ability to satisfactorily perform the available work. This super-seniority shall apply only to layoffs and can be exercised only after the employees holding the Steward's position has exercised his actual seniority. It is understood and agreed that the super-seniority referred to in this Section is solely for the purpose of retaining a job in the unit and under no condition can it be exercised for job preference under any of the terms and provisions of this contract.

- (a) The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this Section.

Section 12: In the event of a vacancy in a training position or a newly created training position with the unit, said vacancy or newly created position and the rank for said position shall be posted in a conspicuous place within the Police Department, for at least seven (7) days and a copy of said posting shall be furnished the Union. During said seven (7) day period employees interested in being considered for said vacancy or opening shall submit a inter-office memo to the Chief expressing their desire and qualifications. The job shall be awarded to the employee with the best qualifications who possess the ability and interest to perform the job. In case there are two (2) or more bidding employees who possess equal qualifications, ability and interest the most senior employee shall be awarded the job. An employee may be removed or request to be removed from the job any time during the training period during which time he demonstrates that he does not have the ability, skills or other attributes to satisfactorily perform the requirements of the job. In the event the employee is removed from the job or requests to be removed, he shall return to the rank classification he occupied prior to his transfer. Notification of training vacancies shall be sent to all employees on vacation during the seven (7) day posting period.

- (a) No employee shall occupy a training position for more than six (6) months.
- (b) When an employee is assigned a training position pursuant to this Section, he shall continue to be paid not less than the salary to which he is entitled in his rank classification.

Section 13: If the Employer fails to give an employee work to which his seniority and qualifications entitle him and such work does exist and a written notice of his claim is filed within seven (7) days of the time the Employer first failed to give him such work, the employee may file a grievance under the grievance procedure and, if successful in the grievance, the Employer will reimburse him for the earning he lost through failure to give him such work.

Section 14: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE VII - LEAVES OF ABSENCE

Section 1: The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed his probationary period provided, he presents a reason acceptable to the Chief.

Section 2: An employee who, because of illness, of himself or his immediate family (to mean only the spouse and children of the employee), pregnancy or accident, other than illness or accident compensable under the Michigan Workmen's Compensation Laws, is physically unable to report for work may be given a leave of absence, upon the employee's request, of not to exceed one (1) year provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer.

Section 3: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 4: The Employer agrees to grant a leave of absence for not to exceed three (3) days in any one (1) calendar year with pay to two (2) employees designated by the Union to attend a Union convention provided said employees give thirty (30) days written notice of their intent to attend said convention and provided further that said employees can be spared without the curtailment of operations or the necessity of overtime pay on behalf of the Employer.

Section 5: Permanent employees shall be allowed forty (40) hours as funeral leave in order to attend the funeral with pay for a death in the immediate family. Immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, or a member of the employee's household. Permanent employees shall be allowed two (2) work days as funeral leave in order to attend the funeral with pay not to be deducted from sick leave for a death of the employee's or spouses' grandparent or grandchild.

Section 6: A permanent employee, who has completed his probationary period, who has been elected or appointed to a public position will be granted a leave of absence without pay for a period of not to exceed two (2) years. An employee elected or appointed to a position shall not accrue seniority while on leave, unless the appointment is police related, and at the expiration of the leave he shall be returned to the permanent job classification that he held prior to said leave.

Section 7: An employee may take up to two (2) personal leave days per year. These days will not be charged as sick leave days. Request for such personal leave must be made at least twenty-four (24) hours before the day requested. Granting of this leave is subject to the operational requirements of the Department, but shall in no case be denied to avoid creating overtime work.

- (a) Effective July 1, 1975, a employee may take up to three (3) personal leave days per year subject to the terms and conditions of Section 7 above.

Section 8: Leaves of absence shall be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. An application for a leave of absence for such purposes must be made as soon as possible after the employee receives his orders.

- (a) The Employer shall make up the difference between what an employee would have received, had he worked during said leave time, and the pay he received from his activities, for a maximum of two (2) weeks per year, provided said employee submits proof of payment from the military.

Section 9: In keeping with the Employer's policy of encouraging the improvement and professionalism of its police personnel, through education, the Employer shall provide to employees the opportunity to take courses at an accredited college, university or community college by reimbursing the employee for tuition and required textbooks for three (3) courses or ten (10) credit hours per semester or term.

- (a) In order to be eligible for book and tuition reimbursement, the employee must not be eligible for reimbursement from any other source, the courses taken must be job related or a course necessary to a degree in a job related course of study, the employee must receive approval of the course or courses before enrollment from the Education Committee, and the employee must receive a grade of "C" or better in undergraduate work or in professional schools where a "C" is deemed satisfactory grade or a "B" or better in graduate school.
- (b) The above referred to educational committee, to whom all applications for course approval must be submitted, shall be comprised of the Chief, Administrative Major, and Union Steward.

ARTICLE VIII - HOURS

Section 1: The regular work day shall consist of ten (10) hours per day for employees assigned to the patrol, communications and traffic. The regular work day shall consist of eight (8) hours per day for employees assigned to the investigative division, staff services, and special assignments. The regular work week shall be forty (40) hours per week. However, this shall not preclude the Employer from reducing its work force in accordance with Section 5 of Article V.

Section 2: Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration during the first half of their shift and of not to exceed fifteen (15) minutes duration during the second half of their shift. Employees shall be entitled to a thirty (30) minute lunch period during their work day.

Section 3: It is recognized by the Union that scheduling work is a management right. It is recognized by the Employer that such scheduling must not be arbitrary nor capricious, such as changing a member's work schedule from day to day except during periods of emergency. Leave days shall be consecutively assigned.

- (a) The patrol platoon section will be scheduled in such a manner that either a Captain or Lieutenant will be on duty excluding the following:
 - (1) During vacation of either the Captain or the Lieutenant (both cannot take vacation at the same time).
 - (2) When either the Captain or Lieutenant is absent due to illness or injury which occurs within 72 hours of either the Captain or Lieutenant's scheduled starting time.
 - (3) During periods when the Captain or Lieutenant are on compensatory leave or on personal leave days.
 - (4) During emergencies.

Section 4: For those employees working the ten (10) hour per day schedule, time and one-half their regular straight time hourly rate of pay shall be paid for all hours worked in excess of ten (10) hours in any work day and for all

hours worked on the fifth day of the employee's scheduled work week and two (2) times the employee's regular straight time hourly rate shall be paid for all hours worked on the sixth and seventh day of the employee's scheduled work week. For those employees working the eight (8) hour per day schedule, time and one-half their regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any work day, and for all hours worked on the sixth work day of the employee's scheduled work week and two times the employee's regular straight time hourly rate shall be paid for all hours worked on the seventh day of the employee's scheduled work week.

- (a) Overtime shall be compensated by payment at the appropriate rate in cash or compensatory time-off, as requested by the employee. Compensatory time accumulation shall not exceed one hundred and twenty (120) hours. However, time earned in excess of one hundred and twenty (120) hours will automatically be paid at the appropriate rate in cash. Upon termination or death all compensatory time accumulated will be paid in full. However, if Federal or State law changes so as to make the present system for granting and administering compensatory time and time off illegal the Employer shall be allowed to change the existing system so as to comply with said law. Employees shall not be allowed to take more than forty (40) hours compensatory time-off in conjunction with vacation leave or at any other single occasion. All employees who possess more than one hundred and twenty (120) hours of accumulated compensatory time-off at the effective date of this agreement shall not be allowed to accumulate more compensatory time-off until said accumulated compensatory time is used to a level below one hundred and twenty (120) hours at which time they shall be allowed to accumulate up to one hundred and twenty (120) hours. Compensable time-off shall be considered as time worked for the purpose of computing benefits under this Agreement.

Section 5: The Employer has a right to schedule overtime for emergency situations in a manner most advantageous to the Department and consistent with the requirements of public safety. In non-emergency situations where the scheduling of overtime is deemed necessary, officers will be assigned on a voluntary basis, if there are no volunteers available, the Department retains its right to order overtime as in emergency situations.

ARTICLE IX - WAGES

Section 1: The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: Employees covered by this Agreement shall be paid in full bi-weekly. Not more than seven days shall be held from a regular employee (initial holdback). Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 3: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required as a condition of continued employment, to render a fair day's work for the Employer.

Section 4: If an employee is called back to work on any other shift, he shall be compensated for a minimum of three (3) hours overtime unless such call back shall extend past three (3) hours, in which case he shall be paid overtime for the exact hours or portion thereof worked. This provision includes, but is not limited to, returning to work for court appearances. If an employees is called back within eight (8) hours of the end of his regular shift, he shall be compensated at the rate of double time. This shall not apply to monthly shift change days.

Section 5: An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he reports for and/or performs jury duty during hours he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the Employer for the hours lost from work for jury duty not to exceed eight (8) hours of pay for those working an eight (8) hour per day schedule and not to exceed ten (10) hours per day for those working a ten (10) hour per day schedule at his regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him to return to work on his shift for two (2) or more hours unless such employee does so return to work.

- (a) In order to receive the payment above referred to, an employee must give the Employer notice as soon

as possible that he was required to report for jury duty and must furnish satisfactory evidence that he reported for and/or performed such jury duty for the hours for which he claims such payment.

Section 6: Each employee covered by this Agreement shall receive a clothing and equipment purchase and maintenance allowance of five hundred (\$500) dollars annually. Fifty percent (50%) of said allowance shall be paid on or about July 10 of each year and fifty percent (50%) shall be paid on or about January 10 of each year. On or before August of each year, employees shall receive one hundred fifty (\$150.00) dollars as an equipment maintenance allowance to cover the maintenance expenses of both on and off duty equipment.

- (a) Effective July 1, 1975, the clothing and equipment purchase and maintenance allowance shall be increased fifty (\$50.00) dollars annually for a total allowance of five hundred fifty (\$550.00) dollars annually.
- (b) If an employee quits or is discharged prior to receiving his clothing and equipment purchase and maintenance allowance he shall not be entitled to any portion thereof.

ARTICLE X - HOLIDAYS

Section 1: All employees of the City shall receive their regular compensation for the following holidays or parts thereof and any other day or part of a day proclaimed in writing as a City holiday by the Mayor upon the recommendation of the City Administrator, during which the public offices of the City are closed:

New Year's Day

Lincoln's or Washington's Birthday

Good Friday (1/2 Day).

Employee's Birthday

Memorial Day

July 4th

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Section 2: In cases where employees are assigned work schedules during such holidays, they shall receive their holiday pay and shall be compensated at a rate of one and one-half (1-1/2) times their regular pay rate for those hours worked. In cases where the employee's birthday falls on another holiday, then the employee shall be granted the following work day off. If an employee elects to take his birthday off, he may as an alternative, take a different day off during the Sunday through Saturday week in which his birthday falls. In cases where an employee's assigned leave day falls on a holiday, he shall receive twelve (12) hours of compensatory time if he is working eight (8) hour shifts and fifteen (15) hours of compensatory time in working ten (10) hour shifts.

Section 3: To qualify for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he was scheduled to work the last day he was scheduled to work before the holiday and the next day following such holiday unless he was excused from work on said days, or unless he presents a reasonable excuse acceptable to management.

- (a) Employees working in patrol and communications divisions and who are scheduled to work on any day celebrated as a holiday shall not be required to take said scheduled work day off. This provision shall not preempt the Employer's rights contained in Section 5 of Article VI.

ARTICLE XI - VACATION

Section 1: Employees, as of the anniversary date of their employment by the Employer, shall be eligible for vacation with pay according to the following schedule:

- (a) An employee who, as of the anniversary date of his employment, has completed one (1) but less than ten (10) years of continuous service with the Employer since his last hiring date shall receive one hundred fifty hours (150) of vacation with pay.
- (b) An employee who, as of the anniversary date of his employment has complete ten (10) years but less than fifteen (15) years of continuous service with the Employer since his last hiring date shall receive one hundred eighty hours (180) of vacation with pay.

- (c) An employee who, as of the anniversary date of his employment has completed sixteen (16) or more years of continuous service with the Employer since his last hiring date shall receive two hundred ten hours (210) of vacation with pay.

Section 2: Employees shall accrue vacation for any given year, on the basis of accumulating one-twelfth (1/12) of their annual vacation, for which they qualify pursuant to Section 1 above, for each month in which said employee works eighty (80) or more hours for the Employer.

Section 3: A hour of vacation pay as provided for in Section 1 above shall equal the employee's annual salary at the time he takes his vacation divided by 2080.

Section 4: The Chief shall determine the number of employees who can be assigned for vacation purposes at any one time agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the Chief. Vacation leaves shall be granted giving preference to senior employees. A seniority list shall be posted not later than December 1 of any calendar year. Employees on a given shift or section shall by seniority, select their desired vacation. A final vacation list shall be prepared by the Chief and posted not later than January 31 of each year.

- (a) In the event a employee does not select a vacation period, when according to his seniority his selection is offered, he shall be allowed to select a vacation period from the remaining available dates in his classification and on his shift.
- (b) If an employee is not on the shift or in the section for which he had approved vacation leave at the time said leave is due, said leave shall be rescheduled on the shift and within the section the employee then occupies provided there is available vacation time on such shift in such section. If the employee is transferred, for the convenience of the Employer, from one shift to another or from one job to another after said employee has selected his vacation leave dates, said dates shall be honored.

Section 5: Vacation time off shall be accumulative from year to year. However, no employee shall be allowed to accumulate more than two (2) times the annual vacation he is entitled to pursuant to Section 1 of this Article.

- (a) On or before October 1 of any calendar year employees shall be notified of their total vacation eligibility for that given calendar year, the number of vacation days taken, and the balance remaining if any.

Section 6: If a regular pay day falls during an employee's vacation and he is to be on vacation for two (2) weeks or longer, he will be entitled to receive that check in advance before going on vacation. An employee must make a request to the City Controller's Office for his check two (2) weeks before leaving, if he desires to receive it in advance.

Section 7: Employees separated from the City service shall be paid at their normal salary rate for their unused vacation.

Section 8: In the event an Employee is called back to work from his scheduled vacation or compensable time or personal leave or regular leave taken in conjunction with his scheduled vacation he shall be compensated by returning to said employee, on a one (1) day for one (1) day ratio those days lost due to the call back and by paying him two (2) times his regular straight time hourly rate for the hours worked.

ARTICLE XII - SICK LEAVE

Section 1: Effective January 1, 1975, sick leave for all employees covered by this Agreement shall be accrued and granted in accordance with the provision of this Article.

Section 2: Employees covered by this Agreement shall accumulate eight (8) hours of sick leave for each completed month of service with a maximum accumulation of nine hundred and sixty (960) hours. Employees who work less than a normal work shift, due to illness or injury, shall accumulate sick leave on a pro-rata basis.

Section 3: In order to qualify for sick leave payments, the employee must notify the Department not later than one (1) hour before his normal starting time on the first day of absence unless in the judgment of the Chief the circumstances surrounding the absence made such reporting impossible in which event such report must be made as soon thereafter as is possible.

- (a) In order to qualify for sick leave payments in excess of three (3) consecutive work days, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Chief.

- (b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 4: Employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave when the employee's absence from work is due to an illness, pregnancy or injury which is not related to work.

- (a) All eligible employees, employees with accumulated sick leave credits who meet the qualification of this Article, who take sick leave pursuant to this Article shall receive the straight time pay they would have received had they actually worked the day taken as sick leave and shall have eight (8) hours deducted from their accumulated sick leave bank. Hypothetically the procedure shall work as follows: An employee working ten (10) hour shifts, who has available sick leave credits and qualifies pursuant to this Article, takes a day sick leave shall receive one-fourth (1/4) of his weekly salary and shall have eight (8) hours deducted from his accumulated sick leave bank. An employee working eight (8) hour shifts, who takes a day sick leave, shall receive one-fifth (1/5) of his weekly salary and have eight (8) hours deducted from his sick leave bank.

Section 5: Sick leave absences for a part of a day shall be charged proportionally in an amount not smaller than one-half of their regular working day.

Section 6: An hour of paid sick leave shall be determined by dividing the employees annual salary by 2080.

Section 7: When an employee dies or retires under the Employer's Retirement Plan any unused accumulation, not to exceed nine hundred and sixty (960) hours of paid sick leave shall be paid to said retiring employee or his estate at the rate of pay applicable to the permanent classification held by the employee at the time of said death or retirement.

Section 8: An employee who has accumulated the maximum of nine hundred and sixty (960) hours of sick leave credit shall, if he request, be paid at the end of each subsequent calendar year of employment with the City for one-half of the unused sick leave hours earned in such year above the nine hundred and sixty (960) accumulation authorized above, and the remaining one-half shall accumulate and may be used for sickness only and will not be compensated for in any way

upon death or retirement. If an Employee wishes to accumulate all of the unused sick leave hours earned in such year, he may accumulate it, but it may be used for sickness only and will not be compensated for in any way upon death or retirement.

Section 9: Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of sick leave credits.

Section 10: If and when an employee quits or is discharged from his employment, any unused accumulation of paid sick leave shall be cancelled.

Section 11: An employee eligible for sick leave with pay may use such sick leave, upon approval of the division or unit commander, for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness in employee's immediate family, which is limited to husbands, wives, children, and parents.

Section 12: When an employee has exhausted his or her accumulated paid sick leave credits said Employee may, at the discretion of the Chief or his designee, use accumulated paid vacation days or accumulated paid compensatory time to the extent of said employee's unused accumulated vacation or accumulated compensatory time as paid sick leave.

ARTICLE XIII - LONGEVITY

Section 1: Employees who, during a given calendar year, complete five (5) or more years of continuous service for the Employer and who are employed on December 1 of said calendar year shall receive a longevity allowance in accordance with the following schedule:

- (a) Five (5) but less than ten (10) years of continuous service = \$300.00
- (b) Ten (10) but less than fifteen (15) years of continuous service = \$600.00
- (c) Fifteen (15) but less than twenty (20) years of continuous service = \$900.00
- (d) Twenty (20) but less than twenty-five (25) years of continuous service = \$1,200.00
- (e) Twenty-five (25) or more years of continuous service = \$1,500.00

Section 2: Longevity payments specified in Section 1 above shall be paid to all eligible employees in a lump sum payment made on or about December 15 each year.

ARTICLE XIV - INSURANCE

Section 1: The Employer agrees, for the life of this Agreement, to maintain the present level of group insurance benefits with an insurance carrier or carriers authorized to transact business in the State of Michigan under the same conditions as prevailed immediately prior to the execution of this Agreement.

ARTICLE XV - WORK RELATED INJURY

Section 1: The Employer agrees, for the life of this Agreement to maintain the present level of Workmen's Compensation insurance with an insurance carrier or carriers authorized to transact business in the State of Michigan under the same conditions as prevailed immediately prior to the execution of this Agreement.

Section 2: When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workmen's Compensation Act, the City shall make up the difference between the amount of daily benefit to which he is entitled under such Act and the amount of daily salary he would have received in his own job classification had he worked, excluding any premium payments, for a period of not to exceed fifty-two (52) weeks. Following the fifty-two (52) week period the employee's health and ability to perform work for the City shall be reviewed. If the Employee is able to return to his original position, he shall do so. If the employee is not able to return to his position, but is able to perform work in another position or able to perform limited duty he shall be assigned said duty and his pay shall be commensurate with the salary rate for that position.

ARTICLE XVI - GENERAL

Section 1: The Employer will provide bulletin boards in the Police Building which may be used by the Union for posting notices, including, but not limited to, notices of the following types:

1. Any notices pertaining to or affecting the Union membership which have been approved by the Steward or his designate.
2. Miscellaneous items placed on the board by Employees, such as "for sale" notices.

Section 2: The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

Section 3: The Employer reserves the right to suspend or discharge employees who are not physically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, then the employee at his own expense may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Union. In the event an employee's seniority is terminated pursuant to this Article he shall be afforded the opportunity to apply for and the Employer will attempt to place him in a position with another department with the Employer and if he is employed by another department he shall retain all accrued benefits.

- (a) This Section shall not preclude the Chief from assigning an employee to light or limited duty if there is available work which the employee can perform without displacing another employee.

Section 4: The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The Employer shall furnish such protective devices and/or equipment as it deems necessary to properly safeguard the health of the employees and protect them from injury.

- (a) Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary action and in case of flagrant or serious violation, to dismissal.
- (b) In the event an officer believes that his assigned vehicle is unsafe for use during his tour of duty, he shall return it to the station. If his immediate supervisor agrees with the officer, the

vehicle shall be tagged and parked. Except for the emergency situations, such vehicle shall remain parked until either cleared by the Employer's mechanics as being safe for road service or released by the Chief or his designated representative in writing. It is understood and agreed that the vehicles will at all times be maintained in a state of general repair and will be mechanically functional. If it is determined by the employee and his shift supervisor that an assigned patrol vehicle is in violation of this Section the vehicle will be deadlined and not be used until repairs are completed.

Section 5: Any employee involved in any accident shall immediately report said accident and any physical or personal injury sustained therein to the Chief of Police. When required by the Chief, the employee shall make out any and all accident reports requested by the Chief and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action.

- (a) Employees shall immediately, or at the end of their work each day, report all defects of equipment to their immediate supervisor.

Section 6: Any officer involved in a motor vehicle accident in which he is at fault may be disciplined. In order to improve the officer's driving ability such discipline shall normally be designed to achieve that end.

- (a) Any employee involved in a motor vehicle accident in which he was not at fault shall not be disciplined.
- (b) In recognition of the principle that if discipline is given it should be given promptly, it is mutually agreed that any discipline for a motor vehicle accident will be given within seven (7) calendar days of the accident.
- (c) Any employee being disciplined for a motor vehicle accident has the full right of hearing and appeal as set forth in the Discharge and Discipline Section of the Agreement.

If during the life of this Agreement the Employer develops and implements a City wide motor vehicle accident policy this Section shall not preclude employees covered by this Agreement from becoming subject to said City wide policy. The Employer shall give the Union fifteen (15) days notice prior to the implementation of said new policy.

Section 7: The Employer shall not allow anyone, with the exception of police department personnel or the City Administrator, to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Police Department. Any member may inspect his or her own file in the presence of the Chief or his designee, with the exception of the background investigation reports, anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday upon request to the office of the Chief.

Section 8: The Employer agrees to recognize as a permanent advisory board, the uniform board. The Board will be composed of two (2) representatives of each of the four (4) units recognized in Ann Arbor Police Department. These members shall be appointed by their various units. The members shall elect at each meeting a chairman. The Board, by majority vote, will advise the Chief of Police in matters concerning the type, style, and wearing of police uniforms. Police Department will consult with uniform board prior to making any changes in type, style, or wearing of police uniforms except during emergencies. Meetings of this committee will be scheduled as the need arises, based on requests or proposed changes by the committee members or at request of the Department. It is understood by both parties of this Agreement that this Board is advisory only and the final decision in all cases rests with the Police Chief.

Section 9: The Employer agrees to maintain the Pension Plan and its contributions thereto in the same manner and to the same extent as it did immediately prior to the effective date of this Agreement.

Section 10: The Employer shall provide well balanced meals during emergency conditions or where employees are confined, during their tour of duty, due to the nature of their job assignment.

Section 11: An employee will not be prohibited from being deputized by the Sheriff in Washtenaw County.

Section 12: The Employer shall reimburse employees who use their personal vehicles for City business at the rate of fifteen (15¢) cents per mile.

Section 13: The Employer shall provide parking spaces within a reasonable distance from the police station for the use of employees.

Section 14: The Employer will take no action which restricts or tends to restrict any member's place of residency. Residency shall be within a reasonable distance.

Section 15: The Employer agrees to reimburse employees, on a pro-rata basis according to the condition and age, for all necessary and reasonable personal articles damaged in the line of duty. The Chief shall make the determination on the pro-rata compensable value of an article claimed for reimbursement pursuant to this Section.

Section 16: Special conferences on important matters will be arranged between the Union and the Chief of Police or the City or their designated representative upon the request of either party. Such meetings shall be between one or more representatives of the Employer and representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a work day.

Section 17: Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of seniority, interest, and qualifications. During a training assignment, the employee being trained will always be supervised by a qualified employee or a qualified supervisor. Under such supervision, the employee being trained will continue to receive his current rate of pay.

Section 18: The City or the Department may provide Personnel Rules for use in the City or in the Department. These rules must be submitted by the Personnel Director if they are City rules and by the Chief if they are departmental rules, to the City Administrator and they shall become effective upon the City Administrator's approval. In any conflict between the City or departmental rules and this Agreement, this Agreement shall take precedence. It is agreed that Union members shall be part of a committee to discuss and review any new department or City Personnel Rules.

Section 19: The Employer shall provide to the employee, such legal assistance as shall be required or needed as a result of the acts occurring when and while said employee is in the performance of his police duties and responsibilities. This shall apply only to civil suits and "post cost" criminal prosecutions. Unless there is a conflict of interest, the City Attorney's Office must be used.

Section 20: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 21: 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 Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 22: No agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supercedes any other agreement, understandings, practices and arrangements heretofore existing.

ARTICLE XVII - DURATION

THIS AGREEMENT shall become effective as of the ____ day of _____, 1975, and shall remain in full force and effect until the 30th day of June, 1976, and from year to year thereafter unless either party hereto serves a written

notice upon the other at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF
AMERICA

CITY OF ANN ARBOR

APPENDIX A

EFFECTIVE JULY 1, 1975

Sergeant	\$18,451.00	per year
Staff Sergeant	\$18,834.00	per year
Lieutenant	\$19,784.00	per year
Captain	\$20,983.00	per year

Employees who possess a Bachelor's Degree from an accredited college or university shall receive a three (3) percent educational bonus in addition to the above specified salary after they have completed one (1) year of continuous service with the Employer.

It is the position of the City of Ann Arbor that their should be no retroactive salaries awarded for fiscal year 1974-75. It is further the position of the City of Ann Arbor that Section 10 of Act 312 expressly prohibits the arbitration panel from awarding retroactive salaries for fiscal year 1974-75 since the Union did not properly initiate arbitration prior to the expiration of the City's 1973-74 fiscal year.

However, since each party is required to submit its' last best offer, the City would prejudice itself if it did not cover the eventuality that the panel might award retroactive salary increases. Therefore, without prejudice to the Cities position and expressly maintaining all rights to object to retroactivity on appeal, the City offers the following as its last best offer for fiscal year 1974-75.

Sergeant	\$17,409.00	per year
Staff Sergeant	\$17,670.00	per year
Lieutenant	\$18,730.00	per year
Captain	\$19,853.00	per year

Union 3
7/15/75

SALARY AND LAYOFF

If the panel rules that the salary and layoff provisions do not constitute a single issue in dispute between the parties within the meaning of section 8 of ACT 312 but two or more issues, then the unions final and last offer on these issues are as follows:

1. Salary

Effective	7-1-74	1-1-75	7-1-75
Classification			
Captain	19806	20,752	21,995
Lieutenant	18,685	19,577	20,750
Staff Sergeant	17,627	18,469	19,575
Sergeant	17,113	17,931	19,005

2. Layoff

It is understood that there will be no reductions, deletions, or demotions in or from the command unit for the duration of the negotiated agreement except for disciplinary reasons.

3. Promotion

See city offer page 7 section 1, 1a, Section 2, Section 3, section 3a page 10 section 8a, 8b, 8c, section 9a, 9b, 9c, 9d.

TOPIC	PRESENT LABOR AGREEMENT			CITY OF ANN ARBOR OFFER			UNION LAST AND BEST OFFER		
A. VACATIONS	0-10 Years	15 days		0-10 Years	150 Hours		0-10 Years	180 Hours	
	11-15 Years	18 days		11-15 Years	180 Hours		11-15 Years	200 Hours	
	16 and over	21 days		16 and Over	210 Hours		16-21 Years	230 Hours	
							22 Years and over	250 Hours	
B. LIFE INSURANCE	\$5000 paid by City			No change in present agreement			\$10,000 policy paid entirely by the city of Ann Arbor with continuation of remainder of conditions under this topic in the present labor agreement		
	\$5000 paid up policy for retirees after 15 years of service who have retired on a city pension								
	Employees have an option to take added insurance at one half cost to the employee								
C. Hospitalization	High benefit comprehensive Blue Cross-Blue Shield MVF Plan, paid by employer. Master Medical 50% Delta Dental Plan with Prescription rider. Basic Co-op Optical plan at \$1.25 per employee per month paid by City of Ann Arbor.			No Change in Present Agreement			Master Medical, MVF II Plan 100% employer paid Delta Dental Plan with continuation of present Basic Co-Op Optical plan, continuation of prescription rider plan. The master medical plan referred to is the master medical IV plan. The MVF II Plan is the high benefit comprehensive Blue Cross Blue Shield Plan.		

TOPIC	PRESENT LABOR AGREEMENT	CITY OF ANN ARBOR OFFER	UNION LAST AND BEST OFFER
D. UNIFORM ALLOWENCE	\$250 Per employee per year for uniform maintenance. \$250 per employee per year for uniform allowance \$150 equipment purchase per year	Effective July 1, 1975 \$300 Dollars per year Uniform maintenance. No change in Uniform allowance or equipment purchase.	\$312.50 Uniform allowance per year per employee. \$312.50 uniform maintenance per employee per year. No change in equipment purchase allowance.
E. Retirement	See Retirement Plan presently in effect. 30 Years or age 55 at approximately 68% of the best 5 years in the the last 10.	No Change	Retirement after 25 years of service regardless of age at 3.0% per year for the first 25 years with no additional percent for service after 25 years.
F. BLUE CROSS FOR RETIREES	Retiree can pay his own blue cross policy at a group rate.	No Change	Employer to pay full blue cross hospitalization plan for retirees and their spouse effective July 1, 1974.

TOPIC PRESENT LABOR AGREEMENT CITY OF ANN ARBOR OFFER UNION LAST AND BEST OFFER

G. COST OF LIVING CLAUSE

None

~~None~~ No CHANGE

Cost of living formula base on a 1967 formula equals 10 Base line zero cents June 30, 1974. Three tenths rise in index equals one cent. Banked in paid quarterly Fifteen cents per quarter cap.

H. SICK PAY

120 hour bank. One third pay of all sick pay not used in that year. For those who have 120 day bank accumulated one half pay of all unused sick days not taken in that year.

Delete the present one third pay off condition now in the agreement. No change in one half pay off over 120 days accumulated

Unlimited sick leave bank with days computed at 10 hours days with one third pay option as of December first of each year and one half pay for all days in excess of 120 days accrued, plus any remaining days earned in the calendar year preceeding retirement or death.

I. Shift Differential

None

~~None~~ No CHANGE

Any shift starting after 0630 AM to receive a 5% premium. Any shift starting after 4:00 PM to receive an additional 7% premium.

TOPIC PRESENT LABOR AGREEMENT CITY OF ANN ARBOR OFFER UNION LAST AND BEST OFFER

J. LONGEVITY	5 Years \$300	No Change	5 Years 2.5% of Base Salary
	10 Years \$600		10 Years 5.0% of Base Salary
	15 Years \$900		15 Years 7.5% of Base Salary
	20 Years \$1200		20 Years 10.0% of Base Salary
	25 Years \$1500		

K. Call Back Time	Three Hours	No Change	Three hours as in present agreement except for special events as listed on special rosters i.e. schedules separate from normal duties as directed by the Chief of Police.
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L. Holidays	Nine and one half days	No Change	Additional one half day on December 24. Additional one half day on December 31. Total Ten and One Half Days.
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TOPIC PRESENT LABOR AGREEMENT

CITY OF ANN ARBOR OFFER

UNION LAST AND BEST OFFER

M. PERSONAL

Two days with pay

three days with pay

Three days with pay and an

LEAVE

Not to be denied to

not to be denied to

additional two days which

DAYS

save overtime.

save overtime.

are to be deducted from sick

leave day bank, not to be

denied to save overtime.

N. ON THE

JOB INJURY 365 days coverage with

No Change

Full pay between salary and

difference between

compensation for 365 days.

employee salary and

After 365 days employee who

workmans compensation

cannot return to work is to

to be paid by the city.

receive 70% of difference,

After one year only

between workmans compensation

workmans compensation

until employee can return to

work or receives a duty

related disability pension.

O. Retroactive

First the union filed consistent with ACT 312.

Pay

Second the city never raised the issue prior

to these proceedings. Thlrd the city offered

retroactive pay in the last offer to the union.

TOPIC	PRESENT LABOR AGREEMENT	CITY OF ANN ARBOR OFFER	UNION LAST AND BEST OFFER
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2. EDUCATIONAL BENEFIT PAYMENTS	3% premium for college graduates. Employees may select courses they wish to take and will be paid for tuition and books up to none credit hours per semester.	3% premium for college graduates. employees may take only courses approved by the city and must not be able to receive reimbursement for books and tuition from another source.	Maintenance of clauses in effect as June 30, 1974.
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with no decrease

Q. Bargaining Committee

No change

Straight time compensations in compensatory for all hours spent in contract negotiations on off duty time.

R. Holiday Pay

No change

Double time for all hours worked above regularly scheduled hours.

TOPIC
S. Lay Off
Benefit

PRESENT LABOR AGREEMENT

NO CHANGE

CITY OF ANN ARBOR OFFER

UNION LAST BEST OFFER

In the event layoffs are permitted from the command unit the union asks for a 95% of salary layoff benefit for a period of up to one year.

Topic PRESENT LABOR AGREEMENT CITY OF ANN ARBOR OFFER UNION LAST BEST OFFER
LENGTH OF LABOR AGREEMENT 2 year contract

Present Labor Agreement

NEW CHANGES

The union requests a one year contract.

* Based on that 1974 salary should be considered and Blue cross for retirees effective date should be July 1, 1974.
* In the event a two year contract is ruled the second year salary figures apply.

All other provisions of the labor agreement effective July 1, 1972 with the incorporated letters of understanding shall remain in effect.