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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

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STATE OF MICHIGAN
BUREAU OF EMPLOYMENT RELATIONS
DETROIT OFFICE

In Re Act 312 Arbitration:

CITY OF PORTAGE

- and -

MERC Case No. G83 E-1105

PORTAGE POLICE OFFICERS ASSOCIATION
FRATERNAL ORDER OF POLICE, LODGE 98

Malcolm House

AWARD OF ARBITRATION PANEL

By petition filed with MERC on June 27, 1983, the parties jointly submitted to binding arbitration under Act 312 of Michigan Public Acts of 1969, as amended, eleven (11) unresolved non-economic contractual issues, and twenty (20) economic issues. The non-economic issues concern:

1. Union Security and Dues Check-Off
2. Labor-Management Committee
3. Grievance Procedure
4. Departmental Investigations
5. Discharge/Suspension and Discipline
6. Layoff and Recall Provisions
7. Physical Exams
8. Promotions
9. Residency
10. Seniority List
11. Briefing Time

The twenty (20) economic issues concern:

1. Personal Leave Days
2. Medical Leaves
3. Association Leaves
4. Emergency Leave
5. Funeral Leave
6. Jury Duty Leave
7. Sick Leave
8. Insurance - hospitalization, dental, optical, long term disability, liability and false arrest
9. Overtime - Call-in, Court Time and Vacations
10. Standby
11. Compensatory Time
12. Holidays
13. Vacations

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

City of Portage

House, Malcolm

14. College Incentive and Tuition Reimbursement
15. Working Conditions
16. Uniforms
17. Pensions
18. Wages
19. C.O.L.A.
20. Longevity

The Chairman of the Panel convened a preliminary conference dealing with organizational and procedural matters on December 2, 1983. Evidentiary hearings were conducted on January 9, January 16, February 29, March 1, March 2, March 12, March 20, April 2 and August 15, 1984. As a result three (3) non-economic issues and two (2) economic issues were resolved between the parties. The non-economic issues were (5) Discharge/Suspension and Discipline, (7) Physical Exams, and (11) Briefing Time. The two (2) economic issues were (11) Compensatory Time and (14) College Incentive and Tuition Reimbursement.

Finally, the undersigned three panelists render the following AWARD, effective July 1, 1983:

I. NON-ECONOMIC ISSUES: (All changes in Language are in CAPS.)

A. ISSUE NO. 1: UNION SECURITY And Dues Check-Off.

Article II, Section 2.1: Agency Shop. All members of the bargaining unit shall, as a condition of employment, become members of the Association within THIRTY(30) days of employment on entering or re-entering the bargaining unit or pay a service fee equal to the dues payment of a member.

B. ISSUE NO. 2: Labor-Management Committee

(1) City's Last Best Offer. New Language proposed by Association is denied.

C. ISSUE NO. 3: Grievance Procedure (Article III) - City's Last Best Offer.

Section 3.1 (Unchanged)

Section 3.2 (Unchanged)

Section 3.3 - SECOND STEP: If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and his Association grievance chairman or his designated representative shall notify the Employer in writing within ten (10) working days after receipt of the First Step answer of the desire to appeal. If such written request is made, the Chief of Police and/or someone by him designated shall meet with the grievant and Association representative within five (5) working days after receipt of the request to consider the grievance. The Chief of Police or his designated representative shall give a written answer to the aggrieved employee and his Association representative within FIFTEEN (15) working days after the date of this meeting.

Section 3.4 - THIRD STEP: If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the grievant and his ASSOCIATION representative shall notify the Employer in writing within TEN (10) working days after receipt of the Second Step answer of the desire to appeal the grievance. If such request is made, the grievance shall be reviewed at a meeting between the Employer and/or its designated representative, the grievant and the Association representative within fifteen (15) working days after receipt by the Employer of the notice of desire to appeal the grievance. A written answer shall be given by the Employer or its representative to the aggrieved employee and the ASSOCIATION representative within fifteen (15) working days after the date of the Third Step meeting.

Section 3.5 - ARBITRATION: If the grievance has not been settled in the Third Step, the Union or the Employer may submit the matter to arbitration provided such submission is made within TWENTY (20) working days after receipt of the Third Step answer.

(a)(Unchanged)

Section 3.6 - CLASS ACTION: (Unchanged)

Section 3.7 - THIRD STEP MEETINGS: (Unchanged)

Section 3.8 - GRIEVANCE COMMITTEE: (unchanged)

Section 3.9 - WORK DAYS: (Unchanged)

Section 3.10- ASSOCIATION Time Off:

(Note: Word "Union" was changed to "ASSOCIATION". Balance of contractual language unchanged including sub-section (a).)

Section 3.11 - TIME LIMITS: (Unchanged)

D. ISSUE NO. 4: Departmental Investigations

(1) The Association's Last Best Offer - Modified.

(Note: The subject matter of the Association's Last Best Offer was not a part of the expired contract. Therefore, the following represents a new article to be numbered and identified by the parties for inclusion in the new Agreement.)

Section No. 1 - PROCEDURE: In the event a complaint is filed or requested against any employee covered by this Agreement, the following investigatory procedure shall apply:

- (a) THE QUESTIONING OF A MEMBER OF THE DEPARTMENT SHALL BE DURING HIS REGULAR TOUR OF DUTIES WHENEVER PRACTICABLE, UNLESS EXISTENCIES OF THE INVESTIGATION DICTATE OTHERWISE. UNLESS OTHERWISE DESIGNATED BY THE INVESTIGATING OFFICER, THE QUESTIONING OF A MEMBER OF THE DEPARTMENT SHALL TAKE PLACE AT THE DEPARTMENT HEADQUARTERS.
- (b) THE MEMBER OF THE DEPARTMENT BEING QUESTIONED SHALL BE INFORMED OF THE NATURE OF THE INVESTIGATION BEFORE ANY INTERROGATION COMMENCES, THE OFFICER SHALL BE INFORMED WHETHER ANY POSSIBLE CRIMINAL CHARGES OR DISCIPLINARY ACTION MIGHT RESULT FROM THE INVESTIGATION, AND THE COMPLAINANT AND/OR WITNESSES WILL BE DISCLOSED. IF THE MEMBER OF THE DEPARTMENT IS BEING QUESTIONED FOR THE PURPOSE OF BEING A WITNESS ONLY, HE SHALL BE SO INFORMED BEFORE THE QUESTIONING COMMENCES. IF THE INVESTIGATION IMPLICATES A MEMBER OF THE DEPARTMENT WHO HAS BEEN QUESTIONED AS A WITNESS, HE SHALL BE INFORMED OF THE CHARGE AND THE NATURE OF THE INVESTIGATION BEFORE INTERROGATION COMMENCES ON ANOTHER OCCASION. HOWEVER, IT IS UNDERSTOOD AND AGREED THAT THE INFORMING OF A MEMBER OF THE DEPARTMENT THAT HE IS BEING QUESTIONED AS A WITNESS ONLY IN NO WAY PROVIDES IMMUNITY FOR SUCH EMPLOYEE FROM DISCIPLINARY ACTION WHICH MAY BE TAKEN AS A RESULT OF INFORMATION DISCLOSED DURING THE COURSE OF THE INTERROGATION OR INVESTIGATION.
- (c) IF AN OFFICER IS PLACED UNDER ARREST OR IS A SUSPECT OR TARGET OF A CRIMINAL INVESTIGATION, IF HE SO REQUESTS, HE SHALL HAVE THE RIGHT TO CONSULT WITH AND HAVE LEGAL COUNSEL AVAILABLE DURING THE INTERROGATION.
- (d) NO RECORD OF ANY DEPARTMENTAL INVESTIGATION MADE AS A RESULT OF A COMPLAINT WILL BE PLACED IN THE EMPLOYEE'S PERSONNEL RECORD, UNLESS THE COMPLAINT IS BROUGHT TO HIS ATTENTION WITHIN THIRTY (30) DAYS OF THE COMPLAINT.
- (e) INVESTIGATIONS SHALL BE INITIATED WITHIN TEN (10) DAYS OF RECEIPT OF ALLEGATIONS AGAINST A MEMBER OF THIS BARGAINING UNIT. THE INVESTIGATION SHALL BE CONCLUDED WITHIN THIRTY (30) DAYS FROM THE TIME THE OFFICER HAS KNOWLEDGE OF THE INVESTIGATION.
- (f) NO RECORD OF ANY DEPARTMENT INVESTIGATION MADE AS A RESULT OF A COMPLAINT WILL BE PLACED IN THE EMPLOYEE'S PERSONNEL RECORD WHEN THE COMPLAINT WAS DETERMINED TO BE UNTRUE.

Section No. 2 - DISCLOSURE - Association's Last Best Offer - Modified.

UPON WRITTEN REQUEST, THE ASSOCIATION SHALL RECEIVE SPECIFIC DOCUMENTS OR RECORDS AVAILABLE FROM THE EMPLOYER, IN ACCORDANCE WITH OR NOT PROHIBITED BY LAW, AND PERTINENT TO THE GRIEVANCE UNDER CONSIDERATION. DISCRETION PERMITTED UNDER THE FREEDOM OF INFORMATION ACT SHALL NOT BE IMPAIRED BY THIS SECTION. UPON REQUEST, PRIOR TO ARBITRATION, ALL DOCUMENTS NOT PREVIOUSLY PROVIDED OR EXCHANGED

WHICH EITHER PARTY INTENDS TO USE AS EVIDENCE WILL BE FORWARDED TO THE OTHER PARTY: HOWEVER, SUCH RESPONSE SHALL NOT LIMIT EITHER PARTY IN THE PRESENTATION OF NECESSARY EVIDENCE. DOCUMENTS REQUESTED UNDER THIS SECTION SHALL BE PROVIDED IN A TIMELY MANNER. (Association's Last Best Offer - Modified).

E. ISSUE NO. 5: Discharge/Suspension and Discipline

(Note: Resolved between the parties.)

F. ISSUE NO. 6: Layoff and Recall Provisions

Section 5.6: LAYOFF

(1) The City's Last Best Offer. No change from the expired contract provisions.

G. ISSUE NO. 7: Physical Exams

(Note: Resolved between the parties.)

H. ISSUE NO. 8: Promotions

(1) The Association's Last Best Offer - Modified.

(Note: The subject matter of the Association's Last Best Offer was not a part of the expired contract. Therefore, the following represents a new article to be numbered and identified by the parties for inclusion in the new Agreement.)

1. Promotional Positions. IT IS RECOGNIZED BY THE PARTIES HERETO THAT THE POSITIONS OF DETECTIVE, YOUTH BUREAU OFFICER AND SERGEANT SHALL BE PROMOTIONAL POSITIONS AVAILABLE ONLY TO BARGAINING UNIT EMPLOYEES.

Vacancies. WHEN A VACANCY EXISTS IN ANY OF THE AFORECITED PROMOTIONAL POSITIONS, SUCH VACANCY SHALL BE FILLED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

(a) MINIMUM ELIGIBILITY REQUIREMENTS FOR EACH POSITION:

- (1) DETECTIVE. THREE (3) YEARS AS A SWORN POLICE OFFICER WITH THE CITY OF PORTAGE.
- (2) YOUTH BUREAU OFFICER. THREE (3) YEARS AS A SWORN POLICE OFFICER WITH THE CITY OF PORTAGE.
- (3) SERGEANT. FIVE (5) YEARS AS A SWORN POLICE OFFICER WITH THE CITY OF PORTAGE.

- (b) WRITTEN EXAMINATION. ELIGIBLE EMPLOYEES WHO BID FOR A JOB SHALL BE ALLOWED TO TAKE A WRITTEN EXAMINATION, WHICH SHALL BE PRACTICAL IN CHARACTER AND DESIGNED TO FAIRLY AND FULLY TEST THE COMPARATIVE MERIT AND FITNESS OF THE PERSON EXAMINED TO DISCHARGE THE DUTIES OF THE

POSITION SOUGHT BY THEM, INCLUDING THE SUPERVISORY SKILLS OF APPLICANTS TO THE SERGEANT CLASSIFICATION. THE EXAMINATION SHALL BE EITHER PREPARED OR SELECTED UNDER THE SUPERVISION OF THE PERSONNEL DEPARTMENT. ALL EMPLOYEES WHO PARTICIPATE IN THE PREPARATION OF THE EXAMINATION SHALL HAVE ACCESS TO ONLY THOSE PORTIONS OF THE EXAMINATION UPON WHICH THEY ARE BEING CONSULTED AND SHALL KEEP SUCH INFORMATION IN STRICT CONFIDENCE. THE EXAMINATION SHALL BE CONDUCTED BY AN EMPLOYEE OF THE PERSONNEL DEPARTMENT, WHO SHALL ASSIGN A NUMBER TO EACH APPLICANT. FOLLOWING COMPLETION OF THE EXAMINATION, THE TEST WILL BE SCORED BY AN EMPLOYEE OF THE PERSONNEL DEPARTMENT. THE PASSING SCORE FOR ALL EXAMINATIONS SHALL BE ESTABLISHED AT SEVENTY PERCENT (70%). THE PERSONNEL DEPARTMENT MAY CONDUCT AN ITEM ANALYSIS OF THE EXAMINATION TO DETERMINE IF ANY OF THE QUESTIONS SHOULD BE EXCLUDED BEFORE FINAL SCORES ARE ASSIGNED. THE WRITTEN EXAMINATION SCORE SHALL BE DIVIDED BY ONE-HALF (1/2) AND THE POINTS OBTAINED BY THIS DIVISION SHALL BE THE POINTS GIVEN THE APPLICANT, UP TO A MAXIMUM OF FIFTY (50) POINTS.

- (c) PERSONAL FILE EXAMINATION. THE PERSONNEL FILE OF EACH APPLICANT, EXCLUDING DISCIPLINARY MATTERS CONCERNING EVENTS THAT OCCURRED MORE THAN TWO (2) YEARS PRIOR TO THE JOB POSTING, SHALL BE REVIEWED BY THE ORAL EXAMINING BOARD. THE MEMBERS OF THE ORAL EXAMINING BOARD SHALL RATE EACH APPLICANT'S ABILITY TO PERFORM THE JOB FOR WHICH HE HAS MADE APPLICATION BASED UPON THE INFORMATION CONTAINED IN SUCH FILE. THE PERSONNEL FILE RATING SHALL CONSTITUTE A MAXIMUM OF TWENTY (20) POINTS OF AN APPLICANT'S TOTAL FINAL SCORE.
- (d) SENIORITY. EACH APPLICANT SHALL RECEIVE ONE-HALF (½) POINT FOR EACH YEAR OF SERVICE AS A SWORN POLICE OFFICER OR ABOVE WITH THE DEPARTMENT AS OF THE DATE OF THE JOB POSTING, UP TO A MAXIMUM OF TEN (10) YEARS.
- (e) ORAL BOARD TEST. THE PERSONNEL DEPARTMENT SHALL CALCULATE THE TOTAL NUMBER OF POINTS RECEIVED BY EACH APPLICANT IN THE ABOVE STEPS. THE PERSONNEL DEPARTMENT SHALL THEN CAUSE TO BE POSTED ON THE APPROPRIATE BULLETIN BOARD THE NAMES OF ALL APPLICANTS, PROVIDING ALWAYS THAT THEY HAVE ACCUMULATED A MINIMUM OF FIFTY (50) POINTS. THE ACTUAL COMBINED SCORES SHALL BE RETAINED IN CONFIDENCE BY THE PERSONNEL DEPARTMENT AND SHALL NOT BE DISCLOSED UNTIL THE PROMOTIONAL PROCEDURE IS COMPLETED AND EACH APPLICANT'S SCORE IS DETERMINED. THE ABILITY OF APPLICANTS WHO QUALIFY FOR THE ORAL BOARD EXAMINATION TO PERFORM THE DUTIES OF THE JOB CLASSIFICATION FOR WHICH THEY HAVE MADE APPLICATION SHALL BE COMPARED IN THE FOLLOWING MANNER:

THE ORAL EXAMINING BOARD SHALL CONSIST OF A COMMAND OFFICER FROM A POLICE AGENCY OUTSIDE THE COUNTY OF KALAMAZOO, A COMMAND OFFICER FROM THE MICHIGAN STATE POLICE AND A CIVILIAN PERSONNEL SPECIALIST EMPLOYED IN PRIVATE INDUSTRY WITHIN KALAMAZOO COUNTY. THE ORAL EXAMINING BOARD SHALL INQUIRE CONCERNING THE EMPLOYEE'S EXPERIENCE, TRAINING, QUALIFICATIONS, ATTITUDE AND ANY OTHER FACTORS DEEMED RELEVANT BY THE

MEMBERS OF THE BOARD IN ORDER TO DETERMINE THE APPLICANT'S ABILITY TO PERFORM THE JOB FOR WHICH HE HAS MADE APPLICATION. THE BASIC QUESTIONS FOR EACH AREA OF THE INQUIRY SHALL BE PREPARED IN ADVANCE AND ASKED OF EACH APPLICANT. MEMBERS OF THE ORAL EXAMINING BOARD SHALL SCORE EACH APPLICANT AT THE COMPLETION OF HIS INTERVIEW AND SHALL THEREAFTER NOT BE ALLOWED TO CHANGE THE SCORE. THE AVERAGE SCORE OBTAINED BEFORE THE ORAL EXAMINING BOARD SHALL CONSTITUTE UP TO A MAXIMUM OF TWENTY-FIVE (25) POINTS OF THE APPLICANT'S FINAL SCORE.

- (f) ELIGIBILITY LISTS. THE FINAL SCORE OF EACH APPLICANT BASED UPON HIS SCORE ON THE WRITTEN EXAMINATION, PERSONNEL FILE EXAMINATION AND ORAL EXAMINING BOARD TEST ALONG WITH THE POINTS GIVEN FOR SENIORITY SHALL BE DETERMINED. EACH APPLICANT SHALL BE NOTIFIED OF HIS SCORE ON EACH SEPARATE SECTION OF THE PROMOTIONAL PROCEDURE. THE CHIEF SHALL FILL ANY VACANCY BY SELECTING FROM AMONG THE TOP THREE (3) EMPLOYEES ON THE LIST.

ASSIGNMENTS AND TRANSFERS (Formerly Article XVIII).

Assigned Positions (Formerly 18.1 (a)). Assignments to positions ~~outside the patrol division~~ which are not promotional positions will be for a maximum of thirty-six (36) months. Upon vacation of such position, if the need remains, it will be filled by another employee.

Transfers (Formerly 18.2). The Employer shall have the right to transfer employees outside of their assigned division, irrespective of seniority, to fill temporary vacancies or positions and to take care of unusual conditions or situations, each of which shall not exceed SIXTY (60) days in any one (1) calendar year. IF AN EMPLOYEE IS TRANSFERRED TO PERFORM THE WORK OF A HIGHER PAYING CLASSIFICATION OR RANK, HE SHALL BE PAID THE RATE OF PAY OF SAID HIGHER CLASSIFICATION OR RANK.

Seniority in Transfer and Assignments (Formerly 18.3). IN NO CASE SHALL ASSIGNMENTS AND TRANSFERS, AS PROVIDED IN FORMER SECTIONS 18.1(a) AND 18.2 ABOVE, BE GIVEN TO THOSE EMPLOYEES WITH LESS THAN TWO (2) YEARS SENIORITY, EXCEPT FOR ASSIGNMENTS NOT TO EXCEED THIRTY (30) DAYS.

Temporary Job Assignments (Formerly 18.4). It is understood and agreed that the assignment of employees within the bargaining unit to temporary job assignments involving cooperative efforts with other law enforcement agencies shall be made on the basis of need, qualifications, ability and duration as determined by the Chief of Police. Said assignments are not promotions and no change in rate of pay shall be made to those employees so assigned, other than normal step raises, that they may become entitled to while performing said assignments.

I. ISSUE NO. 9: Residency. (City's Last Best Offer - Modified)

(a) Residency. Employees shall be permitted to live anywhere within ~~a fifteen (15) mile radius of the Police Station~~ THE CITY OF PORTAGE.

(b) It is understood and agreed that no new employee HIRED AFTER THE DATE OF THE ARBITRATION AWARD shall be required to conform to the requirement as set forth above until a reasonable time immediately after completing his probationary period.

(c) EMPLOYEES HIRED PRIOR TO THE DATE OF ISSUE OF THE ARBITRATION AWARD NEED NOT COMPLY WITH THE ABOVE PROVISIONS EXCEPT THAT IF THE EMPLOYEE CHANGES RESIDENCY HE SHALL BE REQUIRED TO ESTABLISH HIS RESIDENCY WITHIN THE CITY OF PORTAGE LIMITS, EXCEPT IN THOSE SITUATIONS OUTLINED BELOW:

(1) THOSE OFFICERS WHO HAVE PURCHASED LAND OUTSIDE THE PORTAGE CITY LIMITS FOR THE PURPOSE OF BUILDING A HOME AND RELOCATING MAY, WITHIN 30 DAYS OF ISSUE OF THE ARBITRATION AWARD, PROVIDE THE CHIEF OF POLICE WITH EVIDENCE OF LAND PURCHASED, IN WHICH CASE RELOCATION TO THE PURCHASED LAND SHALL NOT BE SUBJECT TO THIS RESIDENCY PROVISION.

(2) OFFICERS WHO TEMPORARILY CHANGE THEIR RESIDENCE FOR THE PURPOSE OF EVALUATING OR CHANGING THEIR MARITAL STATUS, SHALL BE EXEMPTED FROM THIS RESIDENCY REQUIREMENT, PROVIDE SUCH TEMPORARY RELOCATION DOES NOT EXCEED TWO (2) YEARS.

J. ISSUE NO. 10 - Seniority List.

(1) The Association's Last Best Offer. No change from the expired contract provisions.

K. ISSUE NO. 11 - Briefing Time.

(Note: Resolved between the parties.)

II. ECONOMIC ISSUES:

A. ISSUE NO. 1: Personal Leave Days.

(1) The City's Last Best Offer. No change from the expired contract's provisions.

B. ISSUE NO. 2: Medical Leaves

(1) The City's Last Best Offer. No change from the expired contract's provisions.

C. ISSUE NO. 3: Association Leaves

- (1) The City's Last Best Offer. No change from the expired contract's provisions.

D. ISSUE NO. 4: Emergency Leave.

- (1) The City's Last Best Offer. No such provision in the expired contract, and none warranted.

E. ISSUE NO. 5: Funeral Leave.

- (1) The City's Last Best Offer. No change from the expired contract's provisions.

F. ISSUE NO. 6: Jury Duty Leave.

- (1) The Association's Last Best Offer.

JURY DUTY. THE EMPLOYER AGREES THAT WHEN A FULL-TIME, PERMANENT EMPLOYEE IS CALLED FOR JURY DUTY, HE SHOULD NOT LOSE FINANCIALLY BECAUSE OF SUCH DUTY. THE EMPLOYER THEREFORE AGREES THAT IT WILL SCHEDULE THE EMPLOYEE FOR THE DAY SHIFT ON THE DAYS HE IS SCHEDULED FOR JURY DUTY AND WILL PAY TO SUCH EMPLOYEE THE DIFFERENCE BETWEEN WHAT THE EMPLOYEE RECEIVED AS PAY FOR JURY DUTY AND WHAT HE WOULD HAVE EARNED HAD HE BEEN ABLE TO WORK HIS ENTIRE REGULARLY SCHEDULED SHIFT. SUCH PAYMENT WILL ONLY BE MADE ON DAYS WHEN THE EMPLOYEE OTHERWISE WOULD HAVE BEEN SCHEDULED TO WORK. AN EMPLOYEE SHALL REPORT PROMPTLY TO WORK WHEN HE IS EXCUSED FROM JURY DUTY, PROVIDED HE IS EXCUSED DURING HIS REGULARLY SCHEDULED SHIFT. FAILURE OF THE EMPLOYEE TO SO REPORT SHALL CAUSE HIM TO FORFEIT ALL RIGHT AND CLAIM TO JURY PAY UNDER THIS SECTION.

G. ISSUE NO. 7: Sick Leave.

- (1) The City's Last Best Offer.

Section 7.1: Accumulation. (Unchanged).

Section 7.2: Request for Sick Days. (Unchanged).

Section 7.3:

- (a) Unchanged.
- (b) Unchanged.
- (c) Unchanged.
- (d) Unchanged.
- (e) IF LOSS OF LIFE, CRITICAL ILLNESS OR CRITICAL INJURY REQUIRING HOSPITALIZATION FOR A MEMBER OF THE EMPLOYEE'S IMMEDIATE FAMILY IS INVOLVED, SICK TIME MAY BE AUTHORIZED IF REQUESTED BY THE EMPLOYEE. SICK LEAVE SHALL NOT APPLY TO DEPENDENT ILLNESSES OR INJURIES SUCH AS MUMPS, CHICKEN POX, INFLUENZA, HEPATITIS, MONONUCLEOSIS, BROKEN BONES (UNLESS CRITICAL ILLNESS RESULTS), DENTAL CARE OR ANY RELATED ILLNESS OR INJURY WHICH DOES NOT REQUIRE IMMEDIATE EMERGENCY HOSPITALIZATION;

NOR SHALL IT APPLY TO OUTPATIENT VISITS TO DOCTOR'S OFFICES OR CLINICS FOR DIAGNOSIS OR TREATMENT NOT REQUIRING HOSPITALIZATION. UPON RETURN TO WORK, EMPLOYEES MAY SUBMIT AN EMPLOYEE ABSENCE REQUEST FORM IN DUPLICATE TO THE POLICE CHIEF REQUESTING APPROVAL FOR UP TO 5 WORKING DAYS IN ANY CONSECUTIVE 12 MONTH PERIOD. THE CHIEF OF POLICE SHALL BE THE FINAL APPROVING AUTHORITY IN DETERMINING IF A DEPENDENT ILLNESS MEETS ESTABLISHED CRITERIA EXCEPT THAT SICK LEAVE UNDER THIS SECTION SHALL BE APPROVED IF A CERTIFICATION FROM A LICENSED M.D. INDICATES AND SPECIFIES A "CRITICAL" ILLNESS OR INJURY.

Section 7.4: Accumulation. See Underlined Language.

Section 7.5: Sick Bank Payoff. (Unchanged).

- H. ISSUE NO. 8: Insurance - hospitalization, dental, optical, long term disability, liability and false arrest.

(1) The City's Last Best Offer.

Section 8.1: Life Insurance. The Employer agrees to continue to pay the monthly premium for \$20,000 of group double indemnity life insurance coverage under the City's present plan and to provide \$100,000 false arrest insurance for each employee while on duty. Employees may purchase, at their own expense and at the City's group rate, an additional \$15,000 life insurance.

Section 8.2: Hospitalization Insurance. The Employer agrees, for the life of this Agreement, to provide group health insurance benefits comparable to that which prevailed immediately prior to the execution of this Agreement, plus the addition of the ~~Blue Cross~~ \$2.00 Prescription Rider (or its equivalent) with an insurance carrier authorized to do business in the State of Michigan. EFFECTIVE UPON EXECUTION OF THE ARBITRATION AWARD, OR AS SOON THEREAFTER AS PRACTICAL, THE EMPLOYER WILL PROVIDE, SUBJECT TO THE TERMS AND CONDITIONS OF THE CARRIER, A VISION CARE BENEFIT PLAN COMPARABLE TO THAT PROVIDED OTHER CITY EMPLOYEES AND PAY THE COST OF UP TO FULL FAMILY COVERAGE. The Employer agrees to pay the full cost of such insurance for full-family health insurance coverage IN EFFECT AT THE TIME OF THE ARBITRATION award for each employee covered hereunder TO A MAXIMUM MONTHLY PREMIUM OF \$250.00 PER MONTH.

Section 8.3: Dental Insurance. (Unchanged.)

- I. ISSUE NO. 9: Overtime.

(1) The City's Last Best Offer.

Section 10.1: Overtime. Time and one-half an employee's regular hourly rate of pay shall be paid for all approved time necessarily

spent on the job in excess of 8 HOURS PER DAY OR forty (40) hours in any work week.

(a) When an employee is called in to perform work at a time other than that for which he had previously been scheduled, he shall receive not less than two (2) hours of straight time pay for the work so performed, which shall count towards the 8 HOURS PER DAY OR forty (40) hour PER WEEK requirement for overtime pay. The two (2) hours minimum provision shall not apply to employees who are called in for periods of less than two (2) hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter. Officers scheduled working hours shall not be changed to avoid the payment of overtime.

(b) Unchanged.

(c) When it is necessary for an employee to serve as an officer witness in a court proceeding at a time other than his regular duty day, such employee shall be paid by the Employer for all time spent in court on an overtime basis, provided he worked 8 HOURS PER DAY OR forty (40) or more hours during that work week. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used.

(d) Unchanged.

Section 10.2: PYRAMIDING. WHENEVER HOURS WORKED OR PAID LEAVE HOURS SUCH AS HOLIDAY LEAVE HOURS, VACATION HOURS OR SICK LEAVE HOURS ARE REPORTED FOR THE PURPOSE OF CALCULATING OVERTIME FOR PAY PURPOSES, NO HOURS WORKED OR REPORTED SHALL BE PYRAMIDED, COMPOUNDED, OR COUNTED TWICE FOR THE SAME HOURS WORKED OR REPORTED FOR ANY REASON.

J. ISSUE NO. 10: Standby.

(1) The City's Last Best Offer. The expired contract contained no Standby provision, and the Association's Last Best Offer does not subscribe to the requirements of Section 9 of the Act.

K. ISSUE NO. 11: Compensatory Time.

(Note: Resolved between the parties.)

L. ISSUE NO. 12: Holidays.

(1) The City's Last Best Offer.

Section 11.1: Holidays. Inasmuch as employees are required to work on holidays, in order to alleviate schedule problems, it is agreed that patrolmen shall receive eleven (11) annual leave days in lieu of the ten and one half (10½) holidays scheduled for other employees of the City. The eleven (11) annual leave days shall be scheduled as a time mutually convenient to the employee and the Employer. No employees shall be allowed to carry more than five

(5) holiday leave days into their next succeeding anniversary year of employment except in cases of extraordinary circumstances.

THE FOLLOWING SHALL BE RECOGNIZED AS PAID HOLIDAYS, FOR WHICH OFFICERS SHALL RECEIVE 8 HOURS OF STRAIGHT TIME PAY.

January 1	Veterans Day
Washington's Birthday (legal holiday)	(November 11)
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
July 4	Latter one-half of December 24
Labor Day	December 25
	Latter one-half of December 31

Section 11.2: Pay for Holidays Worked. Time and one-half ($1\frac{1}{2}$) an employee regular hourly rate will be paid for all time actually worked on the ~~following~~ above holidays, in addition to his regular Holiday Pay.

Section 11.3: IT IS THE INTENT OF SECTION 11.2 ABOVE THAT THOSE EMPLOYEES WHO MUST WORK ON A HOLIDAY SHALL RECEIVE TIME AND ONE-HALF ($1\frac{1}{2}$) FOR THOSE HOURS PLUS THE PAY (STRAIGHT TIME) FOR THE SCHEDULED HOLIDAY. TO THIS END IT IS RECOGNIZED THAT ANY COMBINATION OF PAY FOR HOLIDAYS SHALL NOT EXCEED TWO AND ONE-HALF ($2\frac{1}{2}$) TIMES THE EMPLOYEE'S RATE OF PAY AND WILL NOT RESULT IN THE PYRAMIDING OF OVERTIME.

M. ISSUE NO. 13: Vacations.

(1) The City's Last Best Offer. Expired contract, Article XII, language remains unchanged.

N. ISSUE NO. 14: College Incentive and Tuition Reimbursement.

(Note: Resolved between the parties.)

O. ISSUE NO. 15: Working Conditions.

(1) The City's Last Best Offer. No change from the expired contract's provisions.

P. ISSUE NO. 16: Uniforms.

(1) The City's Last Best Offer.

Section 19.1: The clothing allowance for officers assigned to duties involving the utilization of civilian clothing shall be ~~Four Hundred Dollars (\$400.00) per year (beginning with July 1, 1982)~~ Four Hundred Fifty Dollars (\$450.00) per year) provided that an officer is assigned to such duty for more than sixty (60) days. ~~each calendar year~~ THE PAYMENT OF THE CLOTHING ALLOWANCE DURING THE FIRST YEAR OF ASSIGNMENT SHALL BE MADE UPON COMPLETION

OF THE INITIAL 60 DAYS AND THEREAFTER SHALL BE MADE UPON THE ANNIVERSARY OF THE ASSIGNMENT. CLOTHING ALLOWANCE SHALL NEVER EXCEED A PAYMENT OF \$450 FOR ANY 12 MONTH PERIOD. The Employer shall continue to assume the same responsibility for cleaning, laundry, and maintenance for all police officers as has been the practice immediately prior to the signing of this Agreement. The amount due for the clothing allowance shall be payable with the first paycheck after the commencement of each fiscal year.

Section 19.2: (Unchanged.)

Section 19.3: (Unchanged.)

Section 19.4: (Unchanged.)

Section 19.5: (Unchanged.)

Q. ISSUE NO. 17: Pensions.

- (1) The City's Last Best Offer. The City's projection of 13.8% of Base Salary (CX65) as the increased cost of the Association's pension demands has not been controverted with credible evidence by the Association. The latter's pension demands do not meet the requirements of Section 9 of the Act.

R. ISSUE NO. 18: Wages.

- (1) The Association's Last Best Offer. The parties negotiated and mutually agreed to the preceeding collective bargaining Agreement (July 1, 1981 through June 30, 1983) without resorting to compulsory arbitration, as provided by Act 312. That settlement included a Base Salary Scale (Appendix A) which provided for salary increases commencing on July 1, 1981 and July 1, 1982. In its post hearing brief the City compared the Association's last best offer of settlement to its own salary offer in part as follows..."the Association proposed a three (3%) percent across the board pay increase for all members of the unit effective July 1, 1983, and a two (2) percent across the board increase effective July 1, 1984. In addition, under issue #27, it advocates the continuation of the cost of living.

"The City is proposing a salary scale which reflects a wage increase of 3.5% effective July 1, 1983, and 4% increase effective July 1, 1984. In addition, it's last best offer of settlement proposes the elimination of cost of living adjustment as contained in Appendix B, which is consistent with it's last best offer of settlement on issue #27 (Wages)."

It is clearly evident that the Association's last best offer on wages represents a five (5) percent increase over the two (2) year contract while the City's last best offer represents a 7.5 percent increase over the same two (2) year period. "It is also abundantly clear that the City was willing to pay a total of 2.5 percent more in wages in order to 'buy out' its negotiated cost of living adjustment contained in the expired contract. In finding that the Association's last best offer

on wages represented the least costly wage offer before it on the single subject of wages, the Panel had to consider it for what it was, namely, a five (5) percent wage increase over a two (2) year period. While it is true that the City has argued that other comparable cities have lower base salary scales than it does, the fact remains that it has not argued a lack of ability to pay, or explained why it voluntarily negotiated a higher base salary scale in 1981 than those same comparable cities when compulsory arbitration was not required by the parties, and it was in control of its own destiny.

It is also a matter of fact that C.O.L.A. remained in the expired contract because the City did not negotiate it out in 1981 when the economy was at low ebb and all the economic facts of life were in the City's favor when negotiating on that subject at the collective bargaining table. With the economy substantially better off than in 1981, and with inflation at approximately the 4% percent level, this panel can not logically and realistically eliminate the C.O.L.A. provision.

S. ISSUE NO. 19: C.O.L.A.

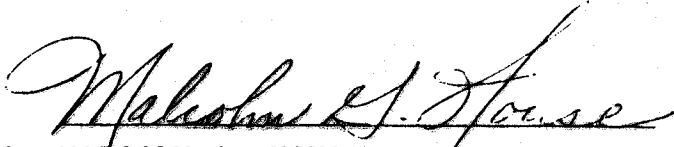
(1) The Association's Last Best Offer. The Panel finds for the Association for the reasons stated above under R. - Wages, and because it does not violate the intent and purpose of Section 9 of the Act.


T. ISSUE NO. 20: Longevity

(1) The Association's Last Best Offer. The Association's Last Best Offer advocated retention of the same language negotiated between the parties in 1981, namely, Article XIII - Longevity Pay. The City's Last Best Offer proposed a substitution of new language for the expired contract language in its entirety, and did not qualify under the requirements of Section 9 of the Act to a greater degree than did the Association's Last Best Offer.

The Arbitration Panel has fully considered the intent and purpose of Section 9 of the Act (423.239) and has based its findings and award upon the factors specified therein. The last meeting of the Arbitration Panel was held on August 15, 1984 at the Portage City Hall commencing at 10:00 A.M.

PANEL OF ARBITRATORS:

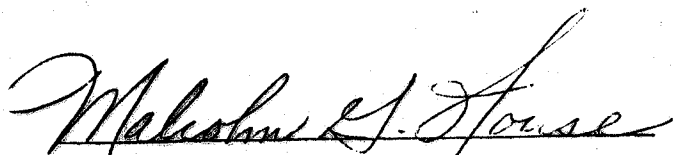

MALCOLM G. HOUSE, CHAIRMAN


PHILIP R. CAREY, CITY DESIGNEE


MICHAEL F. WARD, ASSOCIATION DESIGNEE

November 30, 1984

PANEL OF ARBITRATORS:


MALCOLM G. HOUSE, CHAIRMAN

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November 30, 1984