

173  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
STATUTORY ARBITRATION TRIBUNAL

In The Matter Of The Arbitration Between:  
CITY OF STERLING HEIGHTS,

Employer,

- and -

POLICE OFFICERS ASSOCIATION OF  
MICHIGAN,

Employees.

MERC - D81-L-2871

**FILE COPY**

STATE OF MICHIGAN  
BUR. OF EMPLOYMENT RELATIONS  
DETROIT OFFICE

1983 AUG - 3 PM 11:48

OPINION AND AWARD OF PANEL

The Chairman of this panel, Herbert Burdick, was appointed by Michigan Employment Relations Commission letter dated November 17, 1982 to act in the dispute involving contract negotiations in the above-named matter, pursuant to the Police-Fire Fighters Arbitration Act (Act 312, Public Acts of 1969, as amended).

Reuben Ricard, Commissioner of Police of the City of Utica was appointed as the Employer Delegate, and Mr. William Birdseye a former police officer and Union Representative was appointed as the Union Delegate.

Each of the Delegates were closely involved in the proceedings and offered the material benefits of their extensive personal knowledge and experience in the conduct of the proceedings, hearings, and considerations following the close thereof. The Panel was appointed and proceedings were held and conducted

pursuant to the provisions of Act 312, Public Acts of 1969,  
the purpose thereof being:

- A. AN ACT to provide for compulsory arbitration of labor disputes in the municipal police and fire departments; to define such public departments; to provide for the selection of members of arbitration panels; to prescribe the procedures and the authority thereof; and to provide for the enforcement and review of awards thereof.

The Chairman did take the prescribed oath at the opening of the arbitration hearing.

A pre-hearing conference was held on December 20, 1982, at the offices of the Michigan Employment Relations Commission in the City of Detroit, Michigan, and all subsequent hearings, likewise, were held thereat.

The parties then jointly stipulated that all issues have been satisfactorily adjusted, settled, or compromised or waived by the parties, excepting the following:

Economic:

Retroactivity  
Wages  
Longevity  
Clothing Allowance  
Matron Duties  
Call In/Court Time  
Report Time  
Seven Day Premium  
Vacations  
Holidays  
Pension Improvements

Non-Economic:

Duration  
Bargaining Unit  
Work Performed by Cadets  
Seniority

Further, other stipulations of the parties in the premises were made as stated in the Chairman's letter to the parties of January 19, 1983, copy whereof is attached.

Among other things, time limits were waived by both parties.

By agreement of the parties, hearings were scheduled for February 16, 17, and 18, 1983, but were adjourned upon the

request of the parties.

The hearing commenced on May 23, 1983, at the Michigan Employment Relations Commission (MERC) offices in the City of Detroit, Michigan.

Present for the Employer:

Edward L. Graham, Esq. of Stewart, O'Reilly, Cornell Alascoe and Rancilio, P.C., attorney.

Gordon McCulloch, Administrative Coordinator;

Carolyn Harrison, Budget Analyst (who testified on behalf of Employer with respect to introduction of Employer's Exhibits);

Present for the Employees:

William Birdseye

Ann Maurer, Labor Economist

Police Officers Association of Michigan

Ann Wilhelm, Bargaining Representative

Elizabeth Bailey

Lee Ackerman, President, S.H.P.D., Dispatch Unit

Hearings were held on May 23, May 24, May 25, and June 13, 1983. Hearings were concluded on June 13, 1983.

Twelve (12) city exhibits, sixteen (16) union exhibits, and three (3) joint exhibits were received in evidence.

Witnesses testified under oath. A full stenographic record of hearings was made.

I. POSITION OF THE PARTIES-ECONOMIC ISSUES

POSITION OF THE UNION:

The Union contends that the city is located in that portion of the Detroit Metropolitan Area extending outward to

Mt. Clemens, Pontiac, Ann Arbor and Flat Rock; that the duties performed by Police Dispatchers, in the City of Sterling Heights, though such dispatcher be non-uniformed, non-sworn personnel, are similar to those performed by sworn officers in many other communities, include performance of duties ordinarily performed by such officers, such as acting as matron when necessary and that the wages of dispatchers should be comparable to those of sworn officers performing similar duties.

POSITION OF THE EMPLOYER:

The Employer contends that such employees perform administrative or other civilian functions, do not perform and are not compelled to perform the duties customarily incumbent upon sworn police officers; that the occasional assistance in the performance of an isolated function which ordinarily would be done by a sworn police officer does not alter the role of the Dispatcher in the City of Sterling Heights.

With the exception of the communities of Westland, Taylor, Dearborn Heights and Troy the Employer's list of comparables include those claimed by the Union.

It appears that the City of Warren is the most comparable to the City of Sterling Heights.

II. STATUTORY REQUIREMENTS

A. Purpose Procedural Requirements:

The purpose of Act 312 Arbitration is set forth in MCLA 423.231, as follows:

Sec. 1 It is the public policy of this state that in public police and fire departments, where the right of the employees to strike is by law prohibited, it is requisite to the high morals of such employees and the efficient operation of such departments to afford alternate expeditious, effective and binding procedure for the resolution of disputes, and to that end the provision of this Act, provided for compulsory arbitration, shall be liberally construed.

Prior to the conclusion of the hearing, the panel is required to identify each issue as "economic" or "non-economic". The panel may adopt its own position on non-economic issues. With respect to economic issues, however, the panel is constrained to adopt the last offer of settlement which in the opinion of the arbitration panel, more nearly meets with the applicable factors prescribed in Section 9 of the Act, being:

- A. The lawful authority of the employer.
- B. Stipulation of the parties.
- C. The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- D. Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours, and conditions of the employment of other employees generally;
  - (i) in public employment in comparable communities.
  - (ii) In private employment in comparable communities.
- E. The average consumer price for goods and services commonly known as the Cost of Living.
- F. The overall compensation presently received by the employees, including direct wage, compensation, vacations, holidays and other excused time, insurance and pension, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

### III. STATUS OF CONTRACT

No prior contract between the parties exists in the premises. It is stipulated that, however, the parties have negotiated with respect to the execution of an initial agreement and that excepting as to the issues of Wages, Vacation, Holidays and Retirement, and as therein amended, Joint Exhibit thirteen (13) indicates the agreement of the parties.

The panel met at the offices of the Chairman, in the City of Detroit, Michigan on July 29, 1983, for an executive session. All matters concerned in this arbitration were carefully and fully analyzed and discussed.

### IV. GENERAL CONSIDERATIONS:

1. The Panel has identified the four (4) remaining issues in dispute, to wit: Wages, Vacation, Holidays and Retirement, as Economic.

2. The particular employees identified in this dispute perform mixed duties. They are not sworn officers but, on isolated occasions have performed duties ordinarily performed by sworn police officers. For example, though they generally act as radio dispatcher, supervised by a sworn officer, upon request when a sworn officer is not available therefore, they may act as matrons, assisting in prisoner admission, but may not be

called upon to perform the duties of patrol, the apprehension of suspects or other duties of sworn officers.

For this reason, neither of the comparables submitted by the parties is a true comparable since the job descriptions are not similar. The comparables offered in evidence pertain either to sworn officers or clerical employees. None of the comparables offered cover the particular type of employment involved in this dispute. Therefore, a reasonable application of the average wages shown on Union Exhibit 3 and City Exhibit 1 must be modified by the fact that the Dispatchers covered in this dispute partake, in some measure, of the duties of both classifications. The panel believes that the particular category of the employees involved in this dispute falls somewhere between the categories of sworn officers and civilian or administrative.

V. LAST BEST OFFERS:

Both the Union and the Employer submitted their last best offers on June 13, 1983, with respect to the following remaining unresolved issues:

Wages  
Vacation  
Holidays  
Retirement

All other issues were either settled or withdrawn by stipulation of the parties, prior to or at the time of such submissions.

A. WAGES

UNION'S LAST OFFER:

Union Exhibit 15 (copy of which is attached hereto) sets forth its last offer of settlement, as follows:

ARTICLE XXXIX

WAGES:

Second year                      7-1-83 to 6-30-84

39.1

Effective July 1, 1983

	<u>Start</u>	<u>6 mo.</u>	<u>1 yr.</u>	<u>1 1/2 yr.</u>	<u>2 yr.</u>	<u>2 1/2 yr.</u>
Police Dispatcher	\$16,566.97	\$16,948.66	\$17,338.47	\$17,738.39	\$18,145.20	\$18,540.62
-Annual						
i-Weekly	637.19	651.87	666.86	682.25	697.89	713.10
ourly	7.96	8.15	8.34	8.53	8.72	8.91
Police Dispatcher II -	25 cents per hour premium for all hours paid in addition to Police Dispatcher I rates.					

Wages to be effective July 1, 1983. In the event that the arbitration panel's award is issued after July 1, 1983, wages shall be retroactive to July 1, 1983.

EMPLOYER'S LAST OFFER:

City exhibit 7 (copy of which is attached hereto) sets forth its last offer of settlement as follows:

Wages - Last Best Offer

Effective 7/1/83 - Wage Freeze for second year of contract.

Police Dispatcher:

<u>Start</u>	-	<u>Top</u> After 2 1/2 years service
\$15,629.22		\$17,491.16.

THE PANEL'S AWARD

The Panel adopts the Union's Last Offer as its award.

DATED: July 29, 1983

  
HERBERT BURDICK, Panel Chairman

(B) VACATION

UNION'S LAST OFFER:

Union Exhibit 17 (copy of which is hereto attached) sets forth its last best offer of settlement as follows:



All full time employees will be entitled to vacation time with pay under the following:

1. Employees who have completed one (1) year of service shall be granted ten (10) work days vacation without loss of pay.
2. Employees who have completed four (4) years through eight (8) years of service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.
3. Employees who have completed eight (8) years through thirteen (13) years of service shall be granted eighteen (18) work days vacation upon completion of each year without loss of pay.
4. Employees who have completed thirteen (13) years and more of service shall be granted twenty-one (21) work days vacation upon completion of each year without loss of pay.
5. Vacation days earned (accrued) for each year of completed service are credited to employee's vacation bank at end of the completed year of service.

To be Effective July 1, 1983.

EMPLOYER'S LAST OFFER:

City Exhibit 9 (copy of which is attached hereto) sets forth its last offer of settlement as follows:

Maintain the status quo:

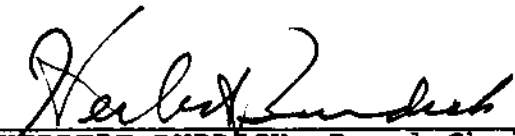
After 1 year	-	10 days
After 5 years	-	15 days
After 10 years	-	18 days
After 15 years	-	20 days

Reference: Tentative Contract Agreement, Art. 22.

THE PANEL'S AWARD:

The Panel adopts the Employer City's last offer as its award.

DATED: July 29, 1983

  
HERBERT BURDICK, Panel Chairman

(C) HOLIDAYS

UNION'S LAST OFFER:

Union Exhibit 11 (copy of which is hereto attached) sets forth its last best offer of settlement as follows:

331.1: Holidays: All probationary, provisional and regular status employees will be eligible to receive holiday pay under the following regulations:

Each employee shall earn eleven (11) paid holidays during each fiscal year. Said holidays are earned at a rate of eleven twelfths (11/12) of a holiday for each month from July 1 through June 30, to be paid in December of said fiscal year. The rate of holiday pay shall be based upon the employee's base rate of pay on date payment is made. For purposes of newly promoted employees, or employees whose employment is terminated, the earning of paid holidays shall be pro-rated at the rate of eleven twelfths (11/12) of a holiday for each full month of employment projected through June 30.

Said pro-rating to be commenced on the first calendar day of the month. For example, if an employee is hired July 1, said employee would receive eleven (11) days holiday pay at the appropriate rate paid in December. However, if the employee resigned January 5, he would have to repay the City for five and 1/2 days holiday pay. Employees hired after the date holiday pay is granted, shall receive the pro-rated share on or before June 30.

33.2: In addition to the above, each employee who has completed the probationary period shall receive one (1) personal, floating holiday per year as of July 1 each year. Such holiday shall be received as a day off at regular straight time pay and shall not be included in the December lump sum check. Such personal floating holiday shall be scheduled with the approval of the employee's supervisor and shall be considered as a regular day off for the purpose of call in or overtime should the employee not be allowed to take the day once approved by the supervisor. In the event the personal floating holiday is not taken during any fiscal year, it shall be paid to the employee by check at the rate of eight (8) hours straight time pay or transferred to the employee's compensatory time bank at the employee's option.

EMPLOYER'S LAST OFFER:

City's Exhibit 11 (copy of which is hereto attached) sets forth its last best offer of settlement as follows:

Maintain the status quo:

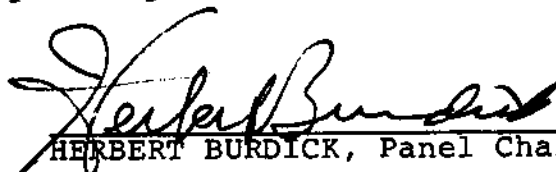
Holiday pay for eleven (11) days.

Reference: Tentative Contract Agreement, Art. 33.

THE PANEL'S AWARD:

The Panel adopts the Employer City's last offer as its award.

DATED: July 29, 1983

  
HERBERT BURDICK, Panel Chairman

D. PENSION IMPROVEMENT

UNION'S LAST OFFER:

Union Exhibit 19 (copy of which is hereto attached) sets forth its last best offer of settlement as follows:

Bargaining unit employees shall receive identical pension benefits as city general employees under Teamster contract.

Pension Improvement to be effective June 1, 1984.

EMPLOYER'S LAST OFFER:

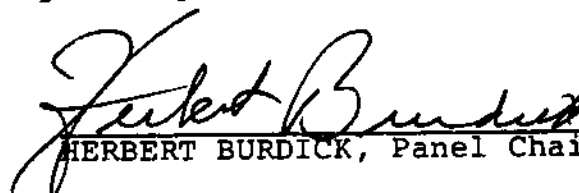
City Exhibit 19 (copy of which is hereto attached) sets forth its last best offer of settlement as follows:

Effective June 1, 1984 the pension factor will be  $2\% \times \text{FAC} \times \text{years service}$ . ("Me-too" with the Teamsters 214 Clerical Unit.)

THE PANEL'S AWARD:

The Panel adopts the Employer City's last offer as its award.

DATED: July 29, 1983

  
HERBERT BURDICK, Panel Chairman

All other issues both economic and non-economic have been withdrawn.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
STATUTORY ARBITRATION TRIBUNAL

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In the Matter of the Arbitration Between:

CITY OF STERLING HEIGHTS,

Employer,

No: MERC D81-L-2871

- and -

POLICE OFFICERS ASSOCIATION OF  
MICHIGAN,

Employees.

---

ACT 312 ARBITRATION  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

As the Union/Employees' delegate, I concur with the  
Panel's decision on the issues of Wages, ~~and Retirement~~. I  
respectfully dissent from the award on the issues of Vacation,  
~~and Holidays, & RETIREMENT.~~  
CRB.

DATED: July 29, 1983



---

WILLIAM BIRDSEYE,  
Union Employees Delegate

MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
STATUTORY ARBITRATION TRIBUNAL

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In the Matter of the Arbitration Between:

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Employer,

No: MERC D81-L-2871

- and -

POLICE OFFICERS ASSOCIATION OF  
MICHIGAN,

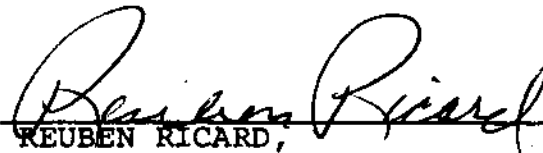
Employees.

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ACT 312 ARBITRATION  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

As the City/Employer's delegate I concur with the Panel's decision on the issues of Vacation, Holidays, and Retirement. I respectfully dissent from the award on the issue of Wages.

DATED: July 29, 1983

  
REUBEN RICARD,  
City Employer Delegate

*Herbert Burdick*

SUITE 1600  
333 WEST FORT STREET  
DETROIT, MICHIGAN 48226

LAW OFFICES OF  
BURDICK AND BURDICK P.C.

January 19, 1983

TELEPHONE  
WOODWARD 1-4377

Ms. Ann Maurer  
Mr. William Birdseye  
Police Officers' Association of Michigan  
24133 Southfield Road  
Southfield, Michigan 48075

Edward L. Graham, Esq.  
Stewart, O'Reilly, Cornell,  
Lascoe & Rancilio, P.C.  
Mr. Reuben Ricard  
Police Commissioner of City of Utica  
40600 Van Dyke Avenue  
Sterling Heights, Michigan 48078

RE: STERLING HEIGHTS, CITY OF - and POAM  
MERC Case No. D81 L-2871

Dear Sirs/Madam:

The following is intended as a resume of the stipulations made by the parties to this arbitration at the pre-hearing conference held on December 20, 1982. I will appreciate early advice with respect to any claimed error or omission so that resolution thereof may be made expeditiously.

The fourteen issues to be considered are:

Economic:  
Retroactivity  
Wages  
Longevity  
Clothing Allowance  
Matron Duties  
Call-In/Court Time  
Report Times  
Seventh Day Premium  
Vacations  
Holidays  
Pension Improvement

Non-Economic:  
Duration  
Bargaining Unit Work  
Performed by Cadets  
Seniority

The above issues are not stated in order of rank or priority.

Ms. Ann Maurer  
Mr. William Birdseye  
Edward L. Graham, Esq.  
Mr. Reuben Ricard  
January 19, 1983  
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Stipulations of the Parties with respect to procedure are:

1. A. Open substitution of Delegates will be permitted;  
B. Delegates may act as Advocates;  
C. Delegate may not testify as witness;  
D. Delegates shall be free to question witnesses;  
E. Evidentiary rulings shall be made by the Chairman;  
F. Executive Sessions shall be called at the discretion of the panel of arbitrators.
2. A. Time limits are waived by both parties-  
Hearing times shall approximate 10:00 A.M. to 12:30 P.M.  
and 2:00 P.M. to 5:00 P.M.;  
Dates of hearing shall be set for February 16, 17 and  
18, 1983. Adjournment will be granted only for good  
cause.  
  
B. Place of Hearings shall be at MERC offices, 14th Floor,  
Michigan Plaza Bldg., 1200 Sixth Ave., Detroit, Mich.
3. Direct testimony shall be presented in full with respect to  
either economic or non-economic issues, and cross-examination  
shall follow with respect to such issues. Thereafter, such  
testimony and evidence shall be presented as to the remaining  
issues, and cross-examination shall follow with respect  
thereto.

No priority is established with respect thereto. Union shall  
proceed first.

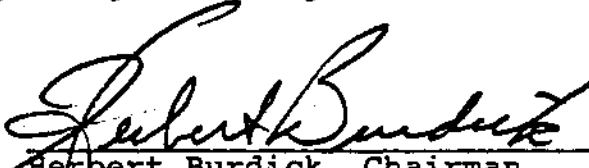
Witnesses shall be sworn by Reporter.

4. A. Eight copies of exhibits shall be submitted.  
B. Amended exhibits may be presented only in the discretion  
of the Arbitrators.  
C. Admission of exhibits as to disputed data and statistics  
shall be subject to individual rulings of the Arbitrators.
5. A. It is stipulated that this panel of Arbitrators has juris-  
diction.  
B. All time limits are waived.  
C. Retroactivity of benefits is an issue.  
D. Duration of Agreement: Union requests 7/1/82 to 6/30/84;  
City requests One Year Contract.

Ms. Ann Maurer  
Mr. William Birdseye  
Edward L. Graham, Esq.  
Mr. Reuben Ricard  
January 19, 1983  
Page -Three-

- E. All economic issues are part and parcel of a single package;
  - F. Subject contract will be first contract;
  - G. Non-economic issues have been settled;
  - H. Items initialed as T/As are not in issue.
6. The panel shall make its determination, at commencement of hearing, as to the classification of the matter of Contract "Duration" (economic or non-economic).
7. Parties shall file respective written Last Offer of Settlement, on or before February 28, 1983; Provided that if the panel shall require post-hearing briefs the time for filing of such Offers shall be enlarged to a date after February 28, 1983.
8. A. No Pre-Hearing brief is required;  
B. Post-Hearing briefs may be required by panel of Arbitrators;  
C. Closing arguments shall be made by respective parties after both parties have completed the introduction of proofs and have "rested." The respective arguments shall encompass all issues. There shall not be separate arguments as to (a) Economic or (b) Non-economic.
9. Parties will endeavor to agree upon as much of language of proposed contract, as they can, before opening of hearings.

There will be at least one bargaining session provided.

  
Herbert Burdick, Chairman

cc: Mr. Raymond J. Marcoux  
Mr. Barry T. Hawthorne

HB/ms



VACATIONS

*Final Offer of Settlement*  
PROPOSED:

All full time employees will be entitled to vacation time with pay under the following:

1. Employees who have completed one (1) year of service shall be granted ten (10) work days vacation without loss of pay.
2. Employees who have completed four (4) years through eight (8) years of service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.
3. Employees who have completed eight (8) years through thirteen (13) years of service shall be granted eighteen (18) work days vacation upon completion of each year without loss of pay.
4. Employees who have completed thirteen (13) years and more of service shall be granted twenty-one (21) work days vacation upon completion of each year without loss of pay.
5. Vacation days earned (accrued) for each year of completed service are credited to employee's vacation bank at end of the completed year of service.

~~Vacations to be retroactive to July 1, 1982. Deleted.~~  
To be Effective July 1, 1983

HOLIDAYS

PRESENT:

ARTICLE XXXIII

HOLIDAYS

33.1: Holidays: All probationary, provisional and regular status employees will be eligible to receive holiday pay under the following regulations:

Each employee shall earn eleven (11) paid holidays during each fiscal year. Said holidays are earned at a rate of eleven twelfths (11/12) of a holiday for each month from July 1 through June 30, to be paid in December of said fiscal year. The rate of holiday pay shall be based upon the employee's base rate of pay on date payment is made. For purposes of newly promoted employees, or employees whose employment is terminated, the earning of paid holidays shall be pro-rated at the rate of eleven twelfths (11/12) of a holiday for each full month of employment projected through June 30. Said pro-rating to be commenced on the first calendar day of the month. For example, if an employee is hired July 1, said employee would receive eleven (11) days holiday pay at the appropriate rate paid in December. However, if the employee resigned January 5, he would have to repay the City for five and  $\frac{1}{2}$  days holiday pay. Employees hired after the date holiday pay is granted, shall receive the pro-rated share on or before June 30.

*Final Offer of Settlement:*  
PROPOSED:

✓ 33.1: Holidays: All probationary, provisional and regular status employees will be eligible to receive holiday pay under the following regulations:

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*effective*  
Holidays to be ~~retroactive~~ to July 1, 1983.

PENSION IMPROVEMENT

*Final offer of Settlement -*  
PROPOSED:

Bargaining unit employees shall receive identical pension benefits as city general employees under Teamster contract.

*June 1, 1984.*  
Pension Improvement to be effective ~~20 days from date of Award.~~

Union Exhibit 3

DEFINITION OF COMPARABLE COMMUNITIES

POPULATION

Warren	161,134
STERLING HEIGHTS	108,999
Livonia	104,814
Dearborn	90,660
✓ Westland	84,603
✓ Taylor	77,568
Pontiac	76,715
✓ St. Clair Shores	76,210
Southfield	75,568
Royal Oak	70,893
✓ Dearborn Heights	67,706
✓ Troy	67,102
Farmington Hills	58,056
Roseville	54,311

SOURCE:

1980 Census of Population and Housing, Final Housing and Unit Counts (U.S. Department of Commerce, Bureau of the Census: Washington, D.C.) Series PHC80-V, April 1981.

The Police Officers Association of Michigan offers as comparable communities, all cities in Wayne, Oakland and Macomb Counties with 1980 population of 50,000 to 999,999 persons. Such criteria are adapted from the Michigan Municipal League's standards. These standards divide the State of Michigan into three geographic areas, then further into population groups as follows:

Over	1,000,000
50,000 -	999,999
25,000 -	49,999
10,000 -	24,999
4,000 -	9,999

As contained in the attached pages from the Michigan Municipal League's Revised Information Bulletin No. 109, 1982, defined wage areas have been established to reflect the variation in metropolitan influence throughout the State of Michigan.



# **Salaries and Wages**

**In Michigan Municipalities Over 4,000 Population**

**Michigan Municipal League  
1983**



**SALARIES AND WAGES  
IN MICHIGAN MUNICIPALITIES  
OVER 4,000 POPULATION  
1983**

**MICHIGAN MUNICIPAL LEAGUE  
Information Bulletin No. 109 (revised)  
(US ISSN 0076-8006)**

**Price \$40.00**

**MICHIGAN MUNICIPAL LEAGUE  
1675 Green Road  
P.O. Box 1487  
Ann Arbor, Michigan 48106-1487  
Telephone: Area 313 662-3246**

**January 1983**

## INTRODUCTION

This bulletin reports current wage data for 107 job classifications in Michigan cities and villages with over 4,000 population. As a result of data collected and feedback received from municipal officials the job listings have been updated so as to include the more common positions found in Michigan municipalities. The salary information was obtained from questionnaires which were returned between June and December, 1982.

**Wage Areas:** The State of Michigan has been divided into three geographic areas for the purpose of reporting municipal wage survey results. These wage areas have been established to reflect the variation in metropolitan influence throughout the State of Michigan. However, if a municipality is at the edge of an area, a broader view must be taken which crosses geographic areas. Within each area, municipalities are listed by population group and alphabetically within groups. An area map precedes each area tabulation.

The three geographic areas are as follows:

- |         |   |
|---------|---|
| Area #1 | is the Detroit metropolitan area, extending outward to Mount Clemens, Pontiac, Ann Arbor and Flat Rock  |
| Area #2 | is that portion of the Lower Peninsula outside the metropolitan area and below a line drawn just north of Bay City, Midland and Mount Pleasant. |
| Area #3 | is the northern half of the Lower Peninsula and all of the Upper Peninsula.   |

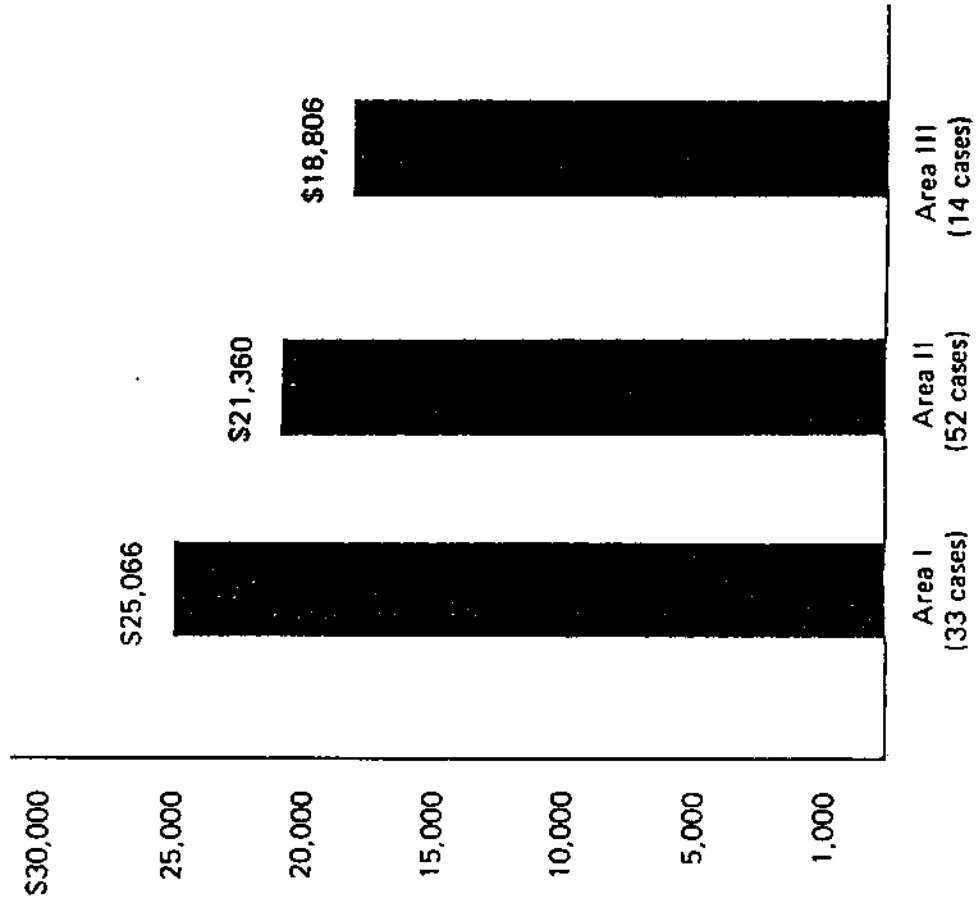


To assist municipal officials in Area 1 and Area 2 in comparing data, these areas have been grouped together. Because of the small number of cities involved, Area 3 is listed separately.

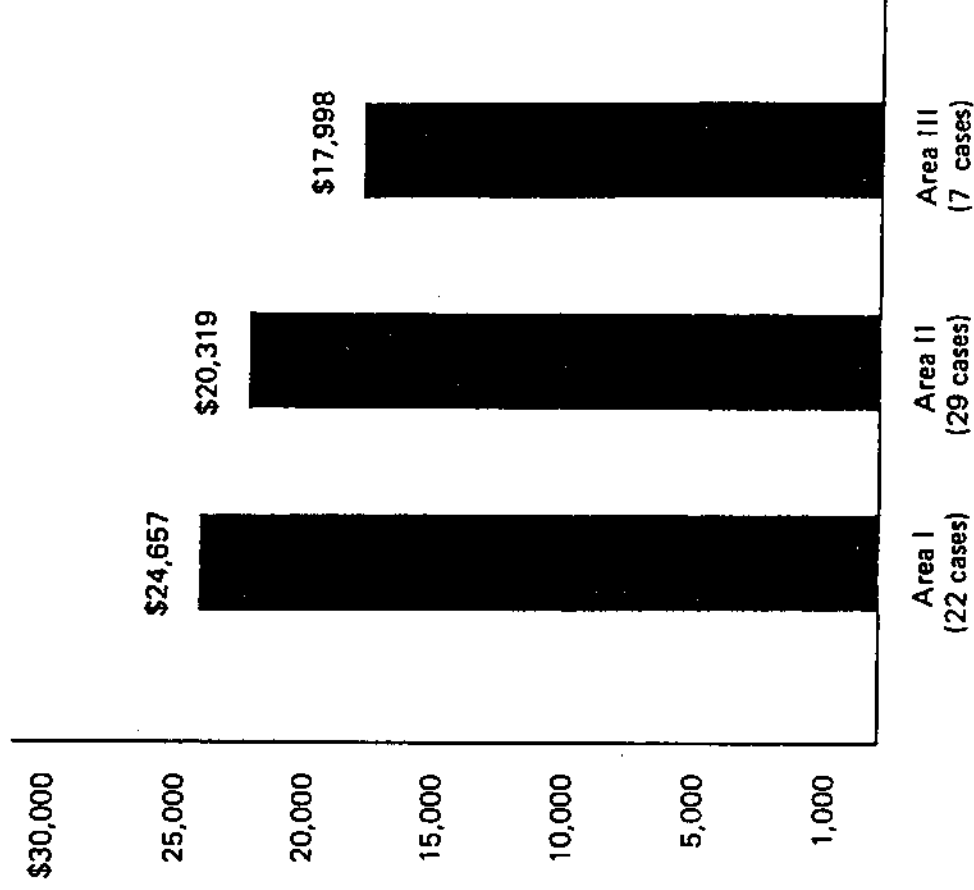
**Wage Area Differentials:** Analysis of the wage data indicates variations in the average rates computed at the maximum salary figure for each classification, between one geographic area and another. Following is a graphic indication of comparisons in average wage rates by geographic area for four "key" positions.

# 1982 AVERAGE MAXIMUM SALARY BY GEOGRAPHIC AREA\*

## POLICE OFFICER



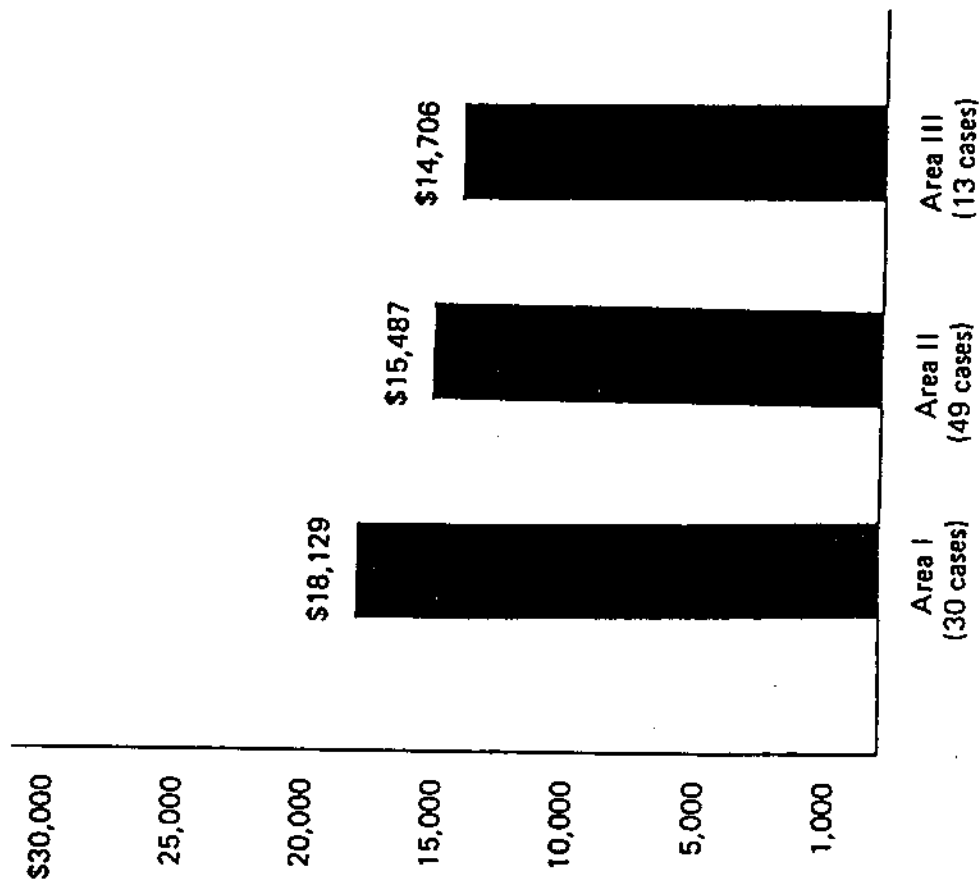
## FIREFIGHTER



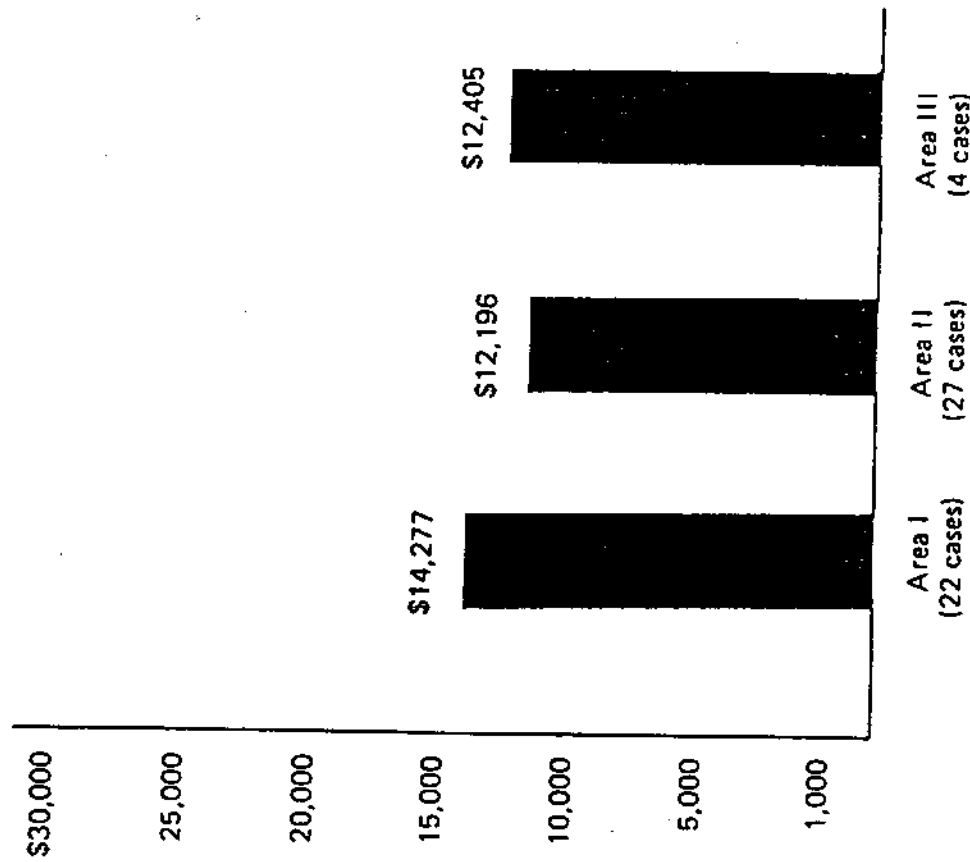
\* Averages include only 1982-83 rates for full-time employees.

# 1982 AVERAGE MAXIMUM SALARY BY GEOGRAPHIC AREA\*

## LABORER



## BEGINNING CLERK-TYPIST



\* Averages include only 1982-83 rates for full-time employees.

COMPARABLE COMMUNITIES

1. COMPARABLE COMMUNITIES INCLUDE ALL MUNICIPALITIES WITH 1980 POPULATIONS BETWEEN 50,000 AND 999,999 IN WAYNE, OAKLAND AND MACOMB COUNTIES.
2. THE POPULATION RANGE OF 50,000 TO 999,999 REPRESENTS THE DESIGNATION USED BY THE MICHIGAN MUNICIPAL LEAGUE AND THE U. S. DEPARTMENT OF JUSTICE, FOR F.B.I. UNIFORM CRIME REPORTING (POPULATION GROUPS 1, 2, AND 3).
3. POPULATIONS DISPLAYED ON THE FOLLOWING PAGE ARE THE 1980 CENSUS COUNTS AS REPORTED BY THE U. S. DEPARTMENT OF COMMERCE, BUREAU OF CENSUS, TO EACH MUNICIPALITY.
4. ADDED TO THIS LIST, IS APPROPRIATE CONTIGUOUS COMMUNITIES.

COMPARABLE COMMUNITIES

<u>MUNICIPALITY</u>	<u>1980 CENSUS</u>
DEARBORN	90,660
DEARBORN HEIGHTS	67,706
FARMINGTON HILLS	58,056
LIVONIA	104,814
PONTIAC	76,715
ROSEVILLE	54,311
ROYAL OAK	70,893
ST. CLAIR SHORES	76,210
SOUTHFIELD	75,568
STERLING HEIGHTS	108,999
TAYLOR	77,568
TROY	67,102
WARREN	161,134
WESTLAND	84,603
CLINTON TOWNSHIP	72,400
SHELBY TOWNSHIP	38,939

SOURCE: U. S. CENSUS, 1980

STATUS OF  
EMERGENCY OPERATORS

<u>MUNICIPALITY</u>	<u>SWORN OFFICERS</u>	<u>CIVILIAN EMPLOYEES</u>
DEARBORN		X
DEARBORN HEIGHTS	X	
FARMINGTON HILLS		X
LIVONIA		X *
PONTIAC		X
ROSEVILLE		X
ROYAL OAK		X
ST. CLAIR SHORES	X	
SOUTHFIELD		X
TROY		X **
WARREN		X
WESTLAND	X	
CLINTON TOWNSHIP		X
SHELBY TOWNSHIP		X
TAYLOR	X	
AVERAGE		

STERLING HEIGHTS

\* MAJORITY OF DISPATCH WORK DONE BY SWORN OFFICERS.  
 BY A 1973 CONTRACTUAL AGREEMENT CITY OF LIVONIA  
 AGREED NOT TO REMOVE THE THREE REMAINING CIVILIAN  
 DISPATCHERS FROM THEIR JOBS. HOWEVER THE CITY  
 RETAINED THE RIGHT TO REPLACE THEM WITH SWORN  
 PERSONNEL AS THE CIVILIANS LEAVE THROUGH NORMAL  
 ATTRITION. SEE ATTACHMENT.

APPENDIX B

December 1, 1973

RE: Civilian Employees within the Police Division

The following employees are presently employed as Dispatchers within the Police Division, namely, Paul Raddy, Kay Gallagher and George Jarvenpa.

The above civilian employees are currently represented by Local 192 of the American Federation of State, County and Municipal Employees, Council 23, (AFSCME).

It is mutually agreed and understood that the aforementioned civilian Police Dispatchers shall not be removed by the City from their present position as Dispatcher within the Police Division except in the event of layoff or in the event of loss of seniority for the reasons set forth in paragraph 14 of the Collective Bargaining Agreement between the City and AFSCME.

It is further agreed, however, that in the event a vacancy occurs in the Dispatcher Classifications set forth above for any reason other than layoff, the City shall have the right to fill such vacancy with employees from outside the bargaining unit of Local 192, AFSCME.

Inasmuch as such civilian Dispatchers are employed in a quasi police capacity, the compensatory-time provisions applicable to the Police Division shall also apply to said civilian Dispatchers so long as they remain civilian police Dispatchers as provided above.

The foregoing is agreed to:

LOCAL 192, AFSCME

CITY OF LIVONIA

James Miller, Personnel Director

Frank E. Vecchio, Attorney

Bargaining Team

December 1, 1973

Union Local 192 and Council 23

Subject: Civilian employees employed with the Police Division of the City

Gentlemen:

The seniority rights, vacation schedules, shift preference and other benefits of the civilian Employees employed with the uniform division of the City shall be governed by the provisions of the Collective Bargaining Agreement entered into between the City and Local 192.

Very truly yours,

James L. Miller, Personnel Director

Frank E. Vecchio, Attorney



# City of Troy

May 17, 1983

Ms. Carolyn Harrison  
Management Analyst II  
City of Sterling Heights  
40555 Utica Road  
Sterling Heights, Michigan 48078

Dear Carolyn:

Per your inquiry, please be advised that dispatching of police and fire vehicles in the City of Troy is performed by Police Cadets; a sworn Police Officer is usually on duty to assist the Police Cadets as necessary.

Should you have any further questions please do not hesitate to call.

Sincerely yours,



Peggy Clifton  
Personnel Technician

PC/lm

500 W. BIG BEAVER ROAD TROY, MICHIGAN 48084 PHONE: (AREA 313) 524-3300

Bldg. Inspections	524-3344	Dept. of Public Works	524-3370	Personnel/Purchasing	524-3338
City Assessor	524-3311	Engineering	524-3383	Planning	524-3364
City Attorney	524-3320	Finance	524-3411	Police Dept.	524-3443
City Clerk	524-3316	Fire	524-3419	Recreation (Parks)	524-3484
				Treasurer	524-3334



# CITY OF WESTLAND

OFFICE OF THE MAYOR

36601 FORD ROAD  
WESTLAND, MICHIGAN 48185  
Area Code 313 721-6000

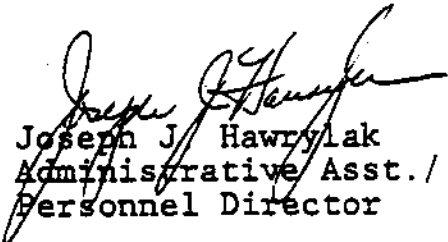
October 12, 1982

CHARLES W. PICKERING, JR.  
Mayor

Carol Harrison  
Personnel Department  
40555 Utica Road  
Sterling Heights, Michigan 48078

Dear Ms. Harrison:

Per our conversation this is to verify that in Westland, police dispatch duties are handled by police officers. We do not have civilian dispatchers at the current time.

  
Joseph J. Hawrylak  
Administrative Asst./  
Personnel Director

JJH/pm

# City of Taylor

## DEPARTMENT OF PERSONNEL

16455 Racho Road / Taylor, Michigan 48180 / (313) 287-6550

Earl Hayes  
Director

Cameron G. Priebe  
Mayor

October 11, 1982


City of Sterling Heights  
Ms. Carolyn Harrison  
40555 Utica Road  
Sterling Heights, MI 48078

Dear Ms. Harrison,

This will confirm that the responsibilities and duties of police dispatch lie with the sworn officers of the department.

I hope you will find this information useful. If we can be of further assistance, please call.

Sincerely,



Earl G. Hayes  
Personnel Director

EJH/sp

OFFICE OF THE  
MAYOR  
DONALD H. BISHOP



## City of Dearborn Heights

8045 FENTON AVENUE • DEARBORN HEIGHTS, MI 48127-3294  
Telephone (313) 277-7213

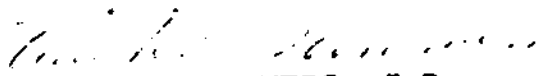
October 8, 1982

Ms. Carolyn Harrison  
Manager's Office  
City of Sterling Heights  
40555 Utica Road  
Sterling Heights, MI

Dear Ms. Harrison:

Pursuant to our recent phone conversation,  
please be advised that our uniform police personnel  
act as the dispatchers and do so on a rotation basis.

Very truly yours,

  
CLIVE W. SUMMERS, J.D.  
Executive Director  
City of Dearborn Heights

CWS/cmh

# City of St. Clair Shores

MUNICIPAL OFFICES  
27600 JEFFERSON AVENUE  
ST. CLAIR SHORES, MICHIGAN 48081-9971

October 11, 1982

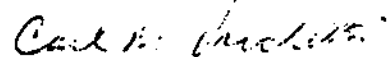
Carolyn Harrison  
Management Analyst  
City of Sterling Heights  
40555 Utica Road  
Sterling Heights, Michigan 48078

Dear Carolyn,

I am writing in response to your inquiry about the police dispatch personnel. The City of St. Clair Shores utilizes sworn personnel. Our standard complement is a police sergeant and a patrolman. Civilian personnel are not utilized in this capacity.

If I can provide additional information please let me know.

Very truly yours,



Carl M. Varchetti,  
Finance Director/Treasurer

CMV:lb

COMPARABLE COMMUNITIES  
CIVILIAN DISPATCHERS

DEARBORN

FARMINGTON HILLS

LIVONIA

PONTIAC

ROSEVILLE

ROYAL OAK\*

SOUTHFIELD

WARREN\*\*

CLINTON TOWNSHIP

SHELBY TOWNSHIP

\*COMMUNICATION OPERATOR II

\*\*COMMUNICATION AIDE I

Wages - Last Best Offer

Effective 7/1/83 - Wage Freeze for second year of contract.

Police Dispatcher:

<u>Start</u>	-	<u>Top</u> After $2\frac{1}{2}$ yrs service.
\$15,629.22		\$17,491.16.

Vacations - Last Best Offer

Maintain the status quo:

After 1 year - 10 days

After 5 years - 15 days

After 10 years - 18 days

After 15 years - 20 days

Reference: Tentative Contract Agreement, Art. 22.



City Exhibit No. 11

Holidays - Last Best Offer

Maintain the status quo:

Holiday pay for eleven (11) days.

Reference: Tentative Contract Agreement, Art. 33.

Pension Improvement - Last Best Offer

Effective June 1, 1984 the pension factor will be  $2\% \times \text{FAC} \times \text{years}$  service. ("Me-too" with the Teamsters 214 Clerical Unit.)

# Final offer of Settlement:

## Article XXXIX WAGES.

Second year 7-1-83 to 6-30-84

39.1

Effective July 1, 1983

	<u>Start</u>	<u>6 mo.</u>	<u>1 yr.</u>	<u>1 1/2 yr.</u>	<u>2 yr.</u>	<u>2 1/2 yr.</u>
Police Dispatcher I → Annual	\$16,566.97	\$16,948.66	\$17,338.47	\$17,738.39	\$18,145.20	\$18,540.62
Bi Weekly	637.19	651.87	666.86	682.25	697.89	713.10
Hourly	7.96	8.15	8.34	8.53	8.72	8.91

Police Dispatcher II - 25¢ per hour premium for all hours paid in addition to Police Dispatcher I rates.

Wages to be effective July 1, 1983. In the event that the arbitration panel's award is issued after July 1, 1983, wages shall be retroactive to July 1, 1983.

Arbitration Copy  
Joint 13

AGREEMENT

Between

CITY OF STERLING HEIGHTS

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) /  
POLICE DISPATCH UNIT

Effective July 1, 1982 - June 30, 1984

3rd Draft Date  
05/31/83  
C52

Opr. Init.  
jlk

## AGREEMENT

THIS AGREEMENT, made and entered into on \_\_\_\_\_ by and between the CITY OF STERLING HEIGHTS (hereinafter referred to as the "Employer") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)/STERLING HEIGHTS POLICE DISPATCH UNIT (hereinafter referred to as the "Union").

## ARTICLE I

### PURPOSE AND INTENT

1.1: 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.

1.2: The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends, 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.

1.3: This Agreement supersedes and cancels all previous agreements, verbal or written, between the City and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

1.4: This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees.

## ARTICLE II

### RECOGNITION

2.1: Exclusive Representative. The Employer recognizes and acknowledges that the Union is the exclusive representative for the purpose of collective bargaining with the Employer in respect to rates of pay, wages, hours of employment and other conditions of employment for those classifications of employees covered by this Agreement. The only classification is Police Dispatcher.

### ARTICLE III

#### REPRESENTATION

3.1: Released Time for Union Business. The City shall allow one (1) member of the bargaining unit to be released from work at full pay for purposes of negotiations, grievances or other matters with City representatives not to exceed forty (40) hours per contract year. No shift adjustment shall be made as a result of negotiations or other meetings with the City for Union representatives meetings on their own time. Requests for Union time off shall be made in writing to the Employer.

3.2: Right to Examine Time Sheets. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the City pertaining to a specific grievance, at reasonable and mutually agreed upon times.

3.3: Union Access to Premises. Authorized representatives of the POAM shall be permitted to visit the operation of the Employer during working hours to talk with employees in the Local Association, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

3.4: Representation of Probationary Employees. The Association shall not represent probationary employees who have been laid off, disciplined or discharged and during the probationary period, an employee may be discharged or suspended or otherwise punished without further recourse.

3.5: Bargaining Committee. A POAM representative(s) shall be part of the bargaining committee.

### ARTICLE IV

#### GRIEVANCE PROCEDURE

4.1: Grievance Definition. A grievance is defined as a difference, dispute, or complaint between the City and the Union as to the application or interpretation of this Agreement which includes all department rules and regulations, and it is mutually agreed that grievances shall only be allowed on items contained in this contract during the life of this Agreement and shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walkouts, or any other cessation of work.

4.2: Grievances must be taken up promptly, and no grievance shall be considered or discussed which is presented later than

ten (10) calendar days after grievant's knowledge of the alleged grievance. Should any grievance arise, there shall be an earnest effort on the part of the parties to settle such grievance through the following steps:

Step 1. Verbal. By informal conference between the aggrieved employee, a Union representative, or both, and the Police Chief or his representative. If not resolved, then it shall be the responsibility of the local union to reduce any grievance to writing on the regular grievance form provided by the Union within ten (10) calendar days of knowledge of the alleged grievance.

Step 2. Written. Upon receipt of the written grievance, a conference between Union representatives and City representatives will be held within seven (7) calendar days, and a decision will be rendered within seven (7) calendar days after the conference.

Step 3. City Manager. In the event of failure of the above steps in the Grievance Procedure to resolve a dispute, the matter shall be referred to the City Manager or his designate. This grievance meeting will be held within seven (7) calendar days, and the City will render its written decision within seven (7) calendar days of such meeting.

In matters of discharge, suspension, reduction in rank or pay, the decision will be rendered within forty-eight (48) hours after the meeting.

Step 4. In the event the grievance is not resolved in Step 3, the grievance may be submitted to arbitration by notice to the other party within seven (7) calendar days from receipt of the City's written decision in Step 3.

4.3: Arbitration. Arbitration shall be submitted as follows:

- A. Picking the Arbitrator. The arbitrator shall be a person mutually agreed to by both the Employer and the Union. In the event the parties have not agreed upon an arbitrator within ten (10) calendar days, the moving party may request either the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), or the Michigan Employment Relations Commission (MERC) to appoint an arbitrator who shall have authority to hear and decide the case. The initial list for the selection of arbitrators shall not contain fewer than five (5) arbitrator names.

- B. Appearing at Hearing. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award.

4.4: Back Wages.

- A. All claims for back wages shall be limited to the amount of wages which the employee would otherwise have earned less compensation, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise.
- B. Grievances for unpaid wages or other economic benefits, shall be filed within seven (7) calendar days of the alleged action of the City, or seven (7) days from which the employee should reasonably have become aware of the alleged action of the City, causing the grievance.

4.5: Power of Arbitrator: It shall be the function of the Arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms and provisions of this Agreement.

- A. He shall have no authority to require the City to purchase buildings, equipment or material.
- B. He shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- C. He shall have no power to establish wage scales.
- D. He shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement.
- E. He shall have no power to decide any question which, under this Agreement is within the responsibility of management to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of management and shall so construe the Agreement that there would be no interference with such responsibilities except as they may be specifically limited by this Agreement.

4.6: Arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be



referred back to the parties without decision or recommendation on its merits.

4.7: Final Decision. The arbitrator's decision shall be final and binding on the Union, its members, the employees or employee involved, and the City. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator, nor shall the Union or its members by any means attempt to bring about the settlement of any claim or issue. The City or the Union may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this Agreement.

4.8: Fees and Exchanges. The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

4.9: No Retro Effect. No decision in any one case shall require a retroactive wage adjustment in any other case.

4.10: Timeliness. Any grievance not advanced to the next step by the Union within the time limits in that step or if no time limit is specified, within seven (7) calendar days shall be denied. Time limits may be extended by the City and the Union in writing, then the new date shall prevail.

4.11: Settlement. All settlements or agreements between the Union and the City shall be in writing.

## ARTICLE V

### AGENCY SHOP

5.1: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

5.2: To the extent that the laws of the State of Michigan permit, it is agreed that any employee, including probationary employees, covered by this agreement who is not a member of the Union at the time the agreement becomes effective, shall be required, as a condition of employment, to either become a member of the Union or pay a service fee to the Union, which shall be equivalent to the Union monthly membership dues, including special assessments or voluntary contributions, for the duration of this agreement.

5.3: Any employee who fails to comply with the aforementioned requirements shall be deemed not to be in compliance with the aforementioned condition of employment, and the City shall terminate his employment at the conclusion of a grace period sixty (60) days following notification by the Union that the employee is not in compliance with this Article.

5.4: If any provision of the Article is invalid under Federal law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

## ARTICLE VI

### DUES DEDUCTION

6.1: The Employer will deduct Union membership dues, initiation fees or service charges, service fees and assessments, upon timely notice, and provided that at the time of such deduction there is in the possession of the Employer a current written assignment, executed by the Employee, in the form and according to the terms of the authorization form attached hereto as "Deduction Authorization Form" in Appendix A.

6.2: Previously signed and unrevoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.

6.3: The Employer will deduct Union membership dues, initiation fees or service charges, service fees and assessments for the first and second pay periods in the calendar month. If an employee has no pay coming for such pay periods or if such pay period is the first pay of a new employee, such deduction shall be withheld from the immediately subsequent pay period.

6.4: The Employer will withhold from the pay of employees in any month, only the deduction incurred while an employee has been in the employ of the Employer and only such amounts becoming due and payable in such month.

6.5: In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

6.6: All sums deducted by the Employer shall be remitted to the treasurer of the POAM at 24133 Southfield Road, Southfield, Michigan 48075, and the Employer shall do so as soon as possible.

6.7: During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues, initiation fees, or service charges, service fees and/or assessments levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed a "Check Off Authorization and Assessment" in substantially the following form - (See Appendix A for Dues Deduction form).

6.8: The Union shall present to the Employer signed authorizations allowing such deductions and payments to be made to the Union. This may be done through the designated representative of the Union.

6.9: In the event the Union request that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution; provided that in the event a new written authorization from the employee is necessary, that such authorization will be secured by the Union and presented to the Employer prior to the deduction of the newly certified amounts.

6.10: The Employer shall not be liable for any remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make the deduction, the Employer shall deduct the appropriate amount from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

6.11: Indemnification. The Union shall indemnify and hold harmless the Employer against any and all liability which may arise by reason of the deduction by the Employer of money as Union initiation fees, membership dues or other charges from employee's wages.

## ARTICLE VII

### UNION RIGHTS

7.1: Work for Another Employer. No member of this unit shall be required to do work for another employer.

~~7.2: Hold for Issue. Bargaining Unit work performed by~~

~~cadets.~~

7.2. L&B.

7.3: Elimination of Classification. A classification in this bargaining unit shall not be removed from this bargaining unit by merely changing the title or by modifying the existing classification specifications.

7.4: Employer Dominance or Interference. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively which in any way affect wages, hours or working conditions of said employees, or any individual employees in the unit covered by this Agreement. This is not to be construed to include the normal personnel actions such as recruitment or promotion, or classification due to changes in organizational functions.

7.5: Bulletin Boards. The Employer shall provide a bulletin board in the facility where employees are hereunder employed for posting of seniority and vacation lists and notices of official union activities. All Union notices shall be signed by a Local Union officer.

7.6: Union Representation. An employee may request and shall be granted union representation for any interview which may lead to discipline, suspension or discharge.

7.7: Right to Inspect Personnel Files. Employees shall have the right to inspect their personnel files during normal working hours. Employees shall initial all entries placed in their personnel files which are of a disciplinary nature.

## ARTICLE VIII

### DISCIPLINE

8.1: Discipline for Just Cause. The Employer shall not discipline any employee without just cause. Discharge must be by proper written notice to the employee and the Union. In all cases of discharge or suspension, the employee may see a Union officer before leaving City property. Discharge and/or suspension and/or demotion may be processed initially at Step 3 of the Grievance Procedure.

8.2: Clearing Clause. A written reprimand shall remain in an employee's personnel file for a period of:

- A. One (1) year for incidents or infractions not involving loss of time or wages.
- B. Two (2) years for incidents or infractions involving loss of time or wages.

A loss of up to two (2) days wages or time for a forty (40) hour employee.

- C. Three (3) years for incidents or infractions involving a loss of time or wages greater than:

Two (2) days wages or time for a forty (40) hours employee.

8.3: Probationary Employees. New employees while on probation, may be laid off, disciplined, suspended, discharged, dropped, or otherwise punished by the Employer without recourse to the Grievance Procedure.

## ARTICLE IX

### SENIORITY

9.1: Probationary Period. All new employees in the classification of full-time Police Dispatcher shall serve a six (6) month probationary period, which may be extended by mutual agreement of the Union and Employer.

9.2: Lines of Seniority. After an employee successfully completes the probation period, the employee shall be placed upon the seniority list, gaining seniority from date of hire or date of assignment to the classification of Police Dispatcher as follows:

- A. For all employees initial date of hire with the City shall establish seniority for the purposes of computing entitlement to economic benefits, i.e. pension service credit, number of vacation days, etc.
- B. Seniority for such purposes as layoff, recall, shift selection, vacation period selection, leave days, promotions, etc., shall be computed from the date the employee was assigned to the classification of full-time Police Dispatcher.

9.3: Seniority List. The Employer shall post a seniority list each six (6) months.

9.4: Loss of Seniority. Employees shall lose seniority only for the following reasons:

- A. Discharge.
- B. Voluntary quit.

- C. Layoff for a period of over two (2) years.
- D. Absent for three (3) or more consecutive working days without notifying employer without just cause or reasonable cause.
- E. After being recalled from layoff and not reporting within seven (7) days.
- F. At sole discretion of the employer "D" and "E" above may be waived.

#### ARTICLE X

##### LEAVE OF ABSENCE

10.1: Leaves of Absence. The Employer may grant, in its sole discretion, leaves of absence for up to six (6) months without pay or other benefits excepting seniority. This section of the Agreement shall not be subject to the grievance procedure on behalf of any employee who feels aggrieved.

10.2: Union Leave of Absence. The Employer shall give reasonable time off up to thirty (30) days without discrimination of loss of seniority rights or other benefits, without pay to employees designated by the Union to attend a labor convention, seminar, or school, provided seventy-two (72) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

#### ARTICLE XI

##### NO STRIKE - NO LOCKOUT

11.1: The Union agrees that all employees in the bargaining unit and agents of the Union shall be prohibited from engaging or encouraging others to engage in any strike, work stoppage, deliberate slow-down or interference of any operation of the City during the term of this Agreement.

11.2: The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article.

11.3: The City agrees that it will not lock out any employee during the term of this Agreement. If any employee is unable to work because of equipment or facilities are not available to him/her, such inability to work shall not be deemed a lockout under the provisions of this section; and the employee will suffer no loss of wages or benefits unless formally laid off because of such inability to work. This lockout provisions shall not apply in the event of a strike.

## ARTICLE XII

### EQUIPMENT, ACCIDENTS, AND REPORTS

12.1: Any employee involved in any on-the-job accident shall immediately report said accident and any physical injury sustained. An employee, before starting his next shift, shall make out an accident report if requested by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision may subject such employee to disciplinary action by the Employer.

12.2: It is the duty of the employee and he shall immediately or at the end of his shift report all vehicle and equipment defects. If requested by the Employer, such report shall be made in writing.

## ARTICLE XIII

### LAYOFF AND RECALL

#### 13.1: Layoffs.

- A. In the event there is a reduction in personnel, layoffs will be by bargaining unit seniority within the affected department.
- B. The employer will notify the Union, in writing, fifteen (15) days prior to the anticipated date of any layoffs within the bargaining unit.
- C. However, before any regular, full-time employees are laid off, the following is the order in which employees are to be laid off first:
  - 1. Temporary part-time employees performing Police Dispatch work
  - 2. Temporary full-time employees performing Police Dispatch work
  - 3. Probationary employees performing Police Dispatch work

*Deleted*

*A. M. 2/2/84*

~~D. Hold for Issue - Bargaining Unit work performed by Cadets.~~

E. Employees to be laid off may exercise their bargaining unit seniority for bumping purposes as follows:

1. Employees faced with layoff who have greater bargaining unit seniority than the least senior employee within the same classification must first bump the least senior employee in the same classification within the bargaining unit.
2. If bumping is not possible, as outlined in 1. above, employees faced with layoffs who have greater bargaining unit seniority may bump the least senior employee within the Police Dispatch classification(s) within the bargaining unit with the same or lower maximum salary provided they meet the minimum qualifications and can perform the work.
3. Employees bumping into another classification as outlined in 2. above shall serve a thirty (30) day trial period. If the employee is unsuccessful with this bump, the employee may bump only one (1) more time. If this bump is unsuccessful, the employee will be laid off subject to recall rights. Employees who are unsuccessful in exercising their bumping privileges will be laid off from their original classification.

13.2: Recall.

- A. When recalling employees following a layoff or reduction to their former bargaining unit classification and department, the employee with the most bargaining unit seniority who is qualified shall be the first to be recalled.
- B. When recalling laid off employees or employees who have successfully exercised their bumping rights, the Personnel Director will notify the employees by certified mail sent to the employee's last known address.



- C. Each employee who is recalled shall report to the Personnel Director in person or by certified mail within five (5) working days after being notified whether or not he/she intends to return to work for the City. If an employee fails to notify the Personnel Director, as specifically stated herein, the employee shall be considered as having voluntarily quit.

Bargaining unit employees having recall rights shall have first preference to return to their former classification before other employees are promoted or hired.

Bargaining unit employees having exercised bumping previously shall continue to accrue bargaining unit seniority in their regular classification and not in the classification into which they have bumped unless such transfer becomes permanent.

#### ARTICLE XIV

##### MILITARY SERVICE

14.1: Any employee on the seniority list inducted into military, naval, marine, or air service under the provisions of any Federal Selective Service Training Statute, and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be reemployed in line with this seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

14.2: Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay, for a period of service required by such original induction. Upon their honorable discharge, and if physically fit to perform the duties of the position of which they held prior to entering the military service, such employees shall be reinstated to their former positions or one comparable with it, providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge. Military service, as above defined, shall be credited to a reinstated employee's length of City service.

14.3: A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary

period and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus ninety (90) days.

14.4: Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

#### ARTICLE XV

##### RESIDENCY

15.1: All members of the bargaining unit, if not residents of the City of Sterling Heights at the time of their appointment, shall become residents thereof within six (6) months thereafter and shall remain so while so employed. The Employer may extend the six (6) month period at its sole discretion.

15.2: If during the term of this Agreement, the Employer and any other collective bargaining unit agree on a residency clause or the Charter is changed by vote of the people, which allows members of the bargaining unit to become non-residents, the Employer agrees that such residency clause shall apply also to this Union.

#### ARTICLE XVI

##### HOURS OF WORK

16.1: The normal average workweek shall consist of forty (40) hours.

#### ARTICLE XVII

##### OVERTIME

17.1: Overtime pay will be one and one-half (1½) times the hourly rate for all hours worked in excess of an average forty (40) hours in one (1) week, and/or beyond the normal shift in any one (1) day.

17.2: Employees who are extended beyond the end of the regular work shift shall be paid at the rate of one and one-half (1½) times the base rate for all hours worked beyond the end of the regular shift.

17.3: Overtime work will be permitted only when authorized by a supervisor. Normal time spent at the end of each shift to complete reports and shift duty will not be considered overtime.

17.4: Seventh Day Work. Employees shall be paid at two (2) times their normal straight time rate of pay for all hours worked as a seventh (7th) consecutive work day.

## ARTICLE XVIII

### OVERTIME EQUALIZATION

18.1: The Employer will make every reasonable attempt to equalize overtime under the following condition: Only employees who are able to report for full duty shall be eligible for overtime consideration.

18.2: It is the intent of the parties to offer overtime in seniority order. The next employee (in line of seniority) with the fewest hours of overtime shall be offered the next opportunity to work such period.

18.3: A list shall be maintained recording the hours of overtime for each employee. Such list shall be maintained from July 1 to June 30 of each year. Any employee who is offered overtime but declines such overtime, shall be charged on the list as if he/she had actually worked the overtime.

18.4: If after exhausting the entire list the department does not have enough volunteers to fulfill the manpower requirements, then they may order in employees to work starting with the least senior employee.

18.5: In specific instances the Employer may offer overtime out-of-line of the seniority only if specific needs exists, i.e. particular skills not generally possessed by the next employee(s) on the list, finishing a report at the end of a shift which an employee has already started, etc. Any such employee shall be charged with this overtime on the list. This exception shall not be used by the Employer to circumvent the principle of overtime equalization.

18.6: Employees who wish to be considered for overtime assignments while on vacation shall indicate their availability in writing on the O.D.A. 10 form at the time the vacation request is originally submitted.

## ARTICLE XIX

### SHIFT SELECTION

19.1: Police Department Dispatchers shall be allowed to select their shifts and scheduled leave days by seniority. The

Bureau Commander reserves the right to assign any employee to any shift provided it can be demonstrated to be in the best interest of the Bureau or individual Dispatcher, but under ordinary circumstances, seniority shall prevail for nonprobationary employees.

ARTICLE XX

MANAGEMENT RIGHTS

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

- A. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, material or methods of operation;
- B. to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. ~~to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;~~  
*to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;*
- D. to determine the number, location, and type of facilities and installations;
- E. to determine the size of the work force and increase or decrease its size;
- F. to hire, assign and lay off employees to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday;
- G. to permit municipal employees not included in the bargaining unit to perform bargaining unit work in cases of emergency;

*agreement  
Q. Dr. 8/8/84*

- H. to direct the work force, assign work and determine the number of employees assigned to operations;
- I. to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification subject to Civil Service jurisdiction;
- J. to determine lunch, rest periods and clean-up times, the starting and quitting time and the number of hours to be worked;
- K. to establish work schedules;
- L. to discipline and discharge employees for cause;
- M. to adopt, revise and enforce working rules and carry out cost and general improvement programs;
- N. to transfer, assign and re-assign employees from one assignment, division or shift to another;
- O. to determine the qualifications and competency of employees to perform available work subject to the terms of this Agreement.

20.2: This Article shall not give authority to the City to vary terms of this contract without mutual agreement of the parties hereto.

## ARTICLE XXI

### MISCELLANEOUS

21.1: Pay Periods. The Employer shall provide pay periods every two (2) weeks. Payment shall be made on Friday for the period ending the previous Friday. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

21.2: Withholding of Pay - New Employees. All new hires shall immediately have one (1) week's pay withheld, so as to conform with City policy. Employees who leave the employ of the City shall receive pay as soon as is practicable for the number of hours withheld.

21.3: Bonds. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium shall be paid by the Employer.

21.4: Action Against the Other Party. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made.

21.5: Subrogation. Where the injury or occupational disease for which compensation is payable under the provisions of the contract was caused under circumstances creating a legal liability in some person other than a natural person in the same employ or the employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party, for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the employer or its worker's compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. Not less than thirty (30) days before commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his employer. Any party in interest shall have a right to join in said suit.

Prior to the entry of judgment, either the Employer or his insurance carrier or the employee or his personal representative may settle their claims as their interest shall appear and may execute releases therefore.

Such settlement and release by the employee shall not be a bar to action by the employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.

In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceedings thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies, and any monies so recovered shall be applied as herein provided.

In an action to enforce the liability of a third party, the plaintiff may recover any amount which the employee or his dependents or personal representative would be entitled to

recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article, to the date of recovery, and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits.

Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the court. The expense of recovery above mentioned shall be apportioned by the court between the parties as their interest appear at the time of said recovery.

## ARTICLE XXII

### VACATION LEAVE

22.1: Employees shall be entitled to vacation time with pay under the following schedules:

- A. Employees who have completed one (1) year of continuous service shall be granted ten (10) work days vacation without loss of pay.
- B. Employees who have completed five (5) years to nine (9) years of continuous service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.
- C. Employees who have completed ten (10) to fourteen (14) years of continuous service shall be granted eighteen (18) work days vacation upon completion of each year without loss of pay.
- D. Employees who have completed fifteen (15) years of continuous service shall be granted twenty (20) work days vacation upon completion of each year without loss of pay.
- E. Employees who lost time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.
- F. Vacation days can only be accumulated in the amount not to exceed thirty (30) days, except that

employees will have the following year to use the vacation credited for the year just earned. Accrual will be based on anniversary date for each employee. For example: An employee who was hired on September 1, 1969, had the 30-day maximum accumulation. On September 1, 1975, this employee would be credited an additional fifteen (15) days vacation (this would represent completion of sixth year). This employee would then have until his/her next anniversary date to use or lose the fifteen (15) days. Vacation earned during one (1) year would be credited and used during the next year. Vacation time may not be taken in the same year based upon monthly accrual except in emergencies as approved in writing by the City Manager.

- G. In the case of retirement, resignation in good standing, or death of an employee, her or his estate will be paid for all vacation days which have accumulated to their credit, plus a pro rata share of vacation earned during any month of the year of retirement, resignation in good standing, or death. An employee is deemed to have completed a full month if separation occurs after the 15th of any month.
- H. Vacation selection shall be year round and can be taken on a per day basis, if approved by the supervisor. In case of illness, said employees can use their vacation time, if needed, after all sick time and benefits are exhausted.

### ARTICLE XXIII

#### DISABILITY INSURANCE - SICK LEAVE

23.1: At no cost to the full-time regular employee, the Employer will provide disability insurance as outlined below. The terms and conditions of the insurance policies are herein included by reference, and the Employer makes and presents no assurances beyond those terms and conditions.

#### Disability Insurance

##### Short Term Disability Income for Accident or Sickness

Short Term Disability Income Benefit 60%

Elimination (Waiting) Period 30 days

Maximum Amount of Weekly Benefit \$350.00



Maximum Duration	26 weeks
<u>Long Term Disability Income Benefit</u>	
Long Term Disability Income Benefit	60%
Elimination (Waiting) Period	180 days
Maximum Amount of Monthly Benefit	\$1,500.00
Maximum Duration	Sickness to age 65
	Accident to age 65

23.2: All full-time regular employees will earn (accrue) sick leave at the rate of one (1) day for each full month paid status of employment. Maximum sick leave earned per year shall be twelve (12) days. Sick leave shall be accumulated to a maximum of thirty-six (36) days at the end of the fiscal year.

23.3: At that time, employees may have reached the 36-day maximum accumulation. All employees having in excess of twenty-four (24) days as of June 30 each year, will have an option of receiving compensation computed on the basis of fifty percent (50%) (one-half) of their regular hourly rate as of June 30 that year for all sick leave in excess of twenty-four (24) days or may receive the equivalent as "personal time" with pay during the next subsequent fiscal year. For example: If an employee with a 24-day sick bank as of July 1, 1982 utilized no sick time during the fiscal year, that employee would have reached the 36-day maximum accumulation of June 30, 1983. At that time, said employee would receive six (6) days pay at his rate of June 30, 1983 (fifty percent (50%) of the twelve (12) days - the excess between thirty-six (36) days and the 24-day leave bank). Or the employee, at his option, may request to be credited with six (6) personal days with pay to be used during the next subsequent fiscal year.

The use of "personal time" is subject to approval in advance by the Employer but may be requested for use for any reason by the employee. Personal time shall be available for use by the employee in units of four (4) hours or more. Should an employee fail to use the "personal time" during the fiscal year, said "personal time" would be lost to the employee.

The steps outlined in item 4 above will continue each year with payments (or choice of "personal time") to be calculated in late June or early July based upon the rate of pay in effect on June 30 of the just-ended fiscal year.

23.4: Accumulated sick leave may be used in the following manner:

- A. Acute personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to a contagious disease which, according to public health standards, would constitute a danger to health of others by the employee's attendance at work.
- C. If reported before the start of shift, sick leave shall be available for use by employees in units of four (4) hours or more. If taken after the start of shift, sick time shall be equal to the actual time taken, rounded to the next highest whole hour. For doctor and dental appointments, employees may utilize sick leave in one (1) hour increments based upon the following criteria: (1) employees must request the leave in advance indicating on the request for leave, the doctor's name and address; (2) the employees will be required to provide the Employer with a receipt from the doctor.

23.5: Employees using sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.

23.6: An employee absent for more than one (1) month, with the exception of paid vacation and paid leave of absence, will earn a sick day for the first month only.

23.7: Employees off sick shall be required to bring a doctor's slip if the City Manager requests it. The Employer may require an examination of the employee, following an illness or injury, by a doctor of Employer's choice on City time and City expense.

23.8: The printed application of leave form furnished by the Employer must be filled out completely and properly signed and submitted by the employee for sick leave absences.

23.9: Upon the employee's death, retirement, or resignation in good standing, the City will pay fifty percent (50%) of the accumulated unused sick leave.

23.10: Injury or Illness Arising Out of and in the Course of Employment:

- A. For loss of time on account of injury or illness arising out of and in the course of employment with the City, an employee shall receive full pay for up to thirty (30) calendar days without drawing on his sick leave accumulation for any one (1) injury or

illness, but shall not be allowed on reoccurrence of same injury or illness. An employee who continues on Worker's Compensation after thirty (30) calendar days shall be eligible to receive benefits from the short-term disability insurance subject to the terms and conditions of the programs.

- B. During the first twelve (12) months of a duty connected disability, the Employer will continue to provide hospitalization insurance, life insurance, optical insurance, and dental insurance, at no cost to the employee. Sick leave will be earned only during the first month per item 7 above.

If an employee is unable to return to work after twelve (12) months from the date of the duty connected disability, the Employer shall cease to provide the individual the benefits outlined in the paragraph above. If there is leave time remaining, such leave time shall be paid to the employee calculated on the employee's appropriate hourly pay rate. The remaining unused sick leave will be computed at fifty percent (50%). Accrued vacation and, if appropriate, personal time will be compensated at one hundred percent (100%).

If an employee's Worker's Compensation claim is contested by the insurance company, the benefits of subsection 12(A) will not be operative until the claim is settled and is found to be in factor of the employee. However, during this period, the disability insurance would be available based upon the terms and conditions of the policy.

- C. A bargaining unit employee who loses time on account of injury or illness arising out of and in the course of employment with the City, shall continue as a seniority employee for a period of two (2) years from the date of such disability. An employee who is unable to return to work at the end of the two (2) year period shall cease to be a seniority employee.
- D. Employees, if requested, will be required to provide a report from a doctor to support the employee's request for sick leave and an authorization from the doctor of his ability to return to work.
- E. Employees who lost time due to on-the-job disability under Worker's Compensation up to a

maximum of one (1) year shall receive their vacation as though the time was worked.

23.11: Injury or Illness Outside the Scope of Employment:

- A. Employees who lost time from work on account of non-duty injury or illness may utilize their available sick leave bank during the short term disability waiting period (thirty (30) days). (Vacation time may be approved for utilization upon exhausting the available sick time based upon the sole discretion of the City Manager.)

During the first three (3) months of a non-duty connected disability, the Employer will continue to provide hospitalization insurance, life insurance, optical insurance and dental insurance. Sick leave and vacation leave will be earned only during the first month of non-duty connected disability.

- B. If an employee is unable to return to work after three (3) months from the date of the non-duty connected disability, the Employer shall cease payment for the fringe benefits outlined in the paragraph above. At the employee's option and subject to approval by the insurance carrier, the employee will be allowed to remain in the group plan for nine (9) additional months (a total of twelve (12) months from the date of disability), provided the employee reimburses the Employer by the 15th of each month. This reimbursement shall cease after nine (9) months, or when the health insurance carrier withdraws approval, whichever come first.
- C. If an employee is unable to return to work after twelve (12) months from the date of the non-duty connected disability, all remaining leave time shall be paid to the employee based upon the appropriate hourly rate the employee was earning at the time of the disability. The remaining unused sick leave will be computed at fifty percent (50%). Accrued vacation and, if appropriate, personal time will be compensated at one hundred percent (100%).
- D. A bargaining unit employee who is unable to return to work after twelve (12) months from the date of the non-duty connected disability, shall cease to be a seniority employee.

ARTICLE XXIV

JURY DUTY

24.1: Any employee required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his regular pay. The employee shall return to work if his presence is not required at court.

ARTICLE XXV

FUNERAL LEAVE

25.1: With the death of a spouse, child or stepchild, a regular full-time employee on request will be excused and after making written application therefore, receive payment for up to five (5) days work during the period commencing with the date of death and ending with the date of the funeral, provided the employee attends the funeral. When death occurs in the remainder of the immediate family, i.e., father, mother, stepfather, stepmother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents or grandchildren, payment may be authorized for up to three (3) working days. If the funeral for the above is to be held more than 250 miles from the metropolitan Detroit area, leave may be granted for up to five (5) days.

ARTICLE XXVI

HEALTH INSURANCE

26.1: Hospitalization. Medical and hospitalization insurance comparable to the MVF-1 Plan with the M/M \$2.00 deduction prescription riders, ML and IMOB riders offered by the Michigan Blue Cross/Michigan Blue Shield will be carried for each employee and dependents at no cost to the employee.

ARTICLE XXVII

DENTAL

27.1: All employees shall receive the following dental insurance plan with dependent coverage. The Employer shall pay one hundred percent (100%) cost of the insurance premium for this plan.

27.2: The following plan with coverage description and limits shall be as follows: BLUE CROSS/BLUE SHIELD DENTAL PLAN COVERAGE DESCRIPTION AND LIMITS.

27.3: CLASS I: Diagnostic services, preventive services, and palliative treatment are covered at sixty percent (60%) of reasonable charges.

27.4: CLASS II: Restorative, endodontic, peridontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at sixty percent (60%) of reasonable charges.

27.5: CLASS III: Construction and replacement of dentures and bridges are covered at sixty percent (60%) of reasonable charges.

27.6: CLASS IV: Orthodontic services are covered at fifty percent (50%) of reasonable charges.

27.7: Each member is entitled to maximum benefits of \$1,000 every contract year.

27.8: Each member (up to age 19) has a lifetime maximum of \$1,000 available for orthodontic services.

27.9: The Employer reserves the right to change insurance carriers provided the coverage is equal to or greater than the coverage currently provided.

#### ARTICLE XXVIII

##### LIFE INSURANCE

28.1: Term Life Insurance will be carried for each employee by the Employer at no cost to the employee. Coverage will be as follows:

<u>Annual Salary \$ 9,999 or less:</u>	\$10,000 Face Value Policy
<u>Annual Salary \$10,000 to \$14,999:</u>	\$15,000 Face Value Policy
<u>Annual Salary \$15,000 to \$19,999:</u>	\$20,000 Face Value Policy
<u>Annual Salary \$20,000 or more:</u>	1½ times Annual Salary
	TO A MAXIMUM OF \$50,000
	of Life Insurance

#### ARTICLE XXIX

##### TRAVEL ACCIDENT INSURANCE

29.1: The City shall provide the employees covered by this Agreement travel accident insurance while on approved travel on City business. The face value coverage of said insurance shall be determined by the City and shall be paid by the City.

ARTICLE XXX

PENSION PLAN

30.1: A Pension Plan will be provided as follows:

Chapter 28, City of Sterling Heights Charter as of July 1, 1982 which provides in part:

Normal Retirement at age 60 with 10 years of service

Final Average Compensation to be highest 5 consecutive years of last 10 years of service.

Pension factor to be 1.4% of first \$7,800 of FAC, and 1.9% over \$7,800 for each year of service.

No reduction for Social Security.

Employee contribution to be 3% of first \$7,800 of annual earnings, and 5% over \$7,800.

The complete document is attached hereto as Appendix B.

Medical coverage will be provided the retiree (retired employee only) at City expense. Said coverage will provide a benefit level comparable to "MVF-1 Medical-Surgical care, with the ML Rider, Prescription Drug Rider, D45NM Rider and Master Medical Option #3".

Upon reaching age sixty-five (65) or eligibility for Medicare, the retired employee must apply for Medicare coverage. The City will provide complementary coverage with riders to provide a continuation of benefit level.

For the purpose of this resolution, the term "retiree" is defined as any employee who retires by virtue of fulfilling the age and service requirements for retirement and who immediately upon leaving the Sterling Heights employment receives retirement benefits from a duly established City of Sterling Heights Retirement System. Employees who retire as a result of a duty connected disability are likewise included.

ARTICLE XXXI

MILEAGE ALLOWANCE

31.1: Should an employee be required to provide his own transportation in order to accomplish the duties of his job, he shall receive an allowance of twenty cents (20¢) per mile.

ARTICLE XXXII

EDUCATION AID

32.1: The educational reimbursement program is offered to encourage employees to improve their present job skills, thereby increasing their productive value to the City. Such a program will also assure the establishment of a quality work force, assisting employees in preparing for future advancement within the City.

32.2: The scope of the program does not include special seminars, or "short courses" of a few days' duration which will continue to be considered on an individual and departmental training basis as in-service training.

32.3: The following provisions are established to govern the administration of the City's Education Assistance Program:

- A. Application for Educational Assistance may be made by any full-time permanent employee who has completed his designated probationary period.
- B. Applications will be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.).
- C. Applications are to be submitted for approval by the Police Chief and City Manager in advance of beginning the course and only for course work directly related to the employee's present job or directly related to a promotional position. A nexus between the employee's present job or promotional position and the courses undertaken must be established for consideration.
- D. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.
- E. There shall be a seventy-five percent (75%) reimbursement for tuition and required textbooks to a



maximum of \$1,000/year based upon courses completed with a "C" or numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing."

- F. In the event that an employee terminates himself as an employee of the City within a two (2) year period subsequent to completion of the end of the semester, he will be under an obligation to reimburse the City for all cost relating to the education reimbursement program. In effect, the employee is under a two (2) year obligation or commitment to the City after completion of course work for the reimbursement under the educational program. If these standards are not complied with, reimbursement to the City will be due for that portion that corresponds to the two (2) years. Example: An employee receives an Education Aid reimbursement check on December 15, 1982 (for fall semester 1982). If he/she leaves City employment prior to December 16, 1984, the amount paid on December 15, 1982 must be reimbursed to the City.
- G. Employees must submit official school transcript showing a final grade received. The employee shall be considered as having completed a class when he concludes the term for which the school quotes the tuition fees.
- H. As funds for Educational Assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Manager's office. Approval and reimbursement for education assistance is contingent upon the availability of funds, the employee's successful completion of the course, and adherence to the policies and procedures.
- I. Expenses such as student fees, matriculation fees, lab fees, parking mileage, shall not be part of the Educational Assistance Program.

#### ARTICLE XXXIII

##### HOLIDAYS

33.1: Holidays: All probationary, provisional and regular status employees will be eligible to receive holiday pay under the following regulations:

Each employee shall earn eleven (11) paid holidays during each fiscal year. Said holidays are earned at a rate of eleven twelfths (11/12) of a holiday for each month from July 1 through June 30, to be paid in December of said fiscal year. The rate of holiday pay shall be based upon the employee's base rate of pay on date payment is made. For purposes of newly promoted employees, or employees whose employment is terminated, the earning of paid holidays shall be pro-rated at the rate of eleven twelfths (11/12) of a holiday for each full month of employment projected through June 30. Said pro-rating to be commenced on the first calendar day of the month. For example, if an employee is hired July 1, said employee would receive eleven (11) days holiday pay at the appropriate rate paid in December. However, if the employee resigned January 5, he would have to repay the City for five and  $\frac{1}{2}$  days holiday pay. Employees hired after the date holiday pay is granted, shall receive the pro-rated share on or before June 30.

#### ARTICLE XXXIV

##### CALL IN AND COURT TIME

34.1: Call-in duty assignments prior to the start of the shift shall be guaranteed three (3) hours pay at the rate of one and one-half ( $1\frac{1}{2}$ ) times the base hourly rate; provided, however, that such call-in duty assignment precedes the start of the employee's regularly assigned shift by a minimum of two (2) hours.

34.2: If such call-in assignment occurs less than two (2) hours prior to the start of the employee's regularly assigned shift, the employee shall receive the time and one-half ( $1\frac{1}{2}$ ) rate for the actual time worked prior to the start of the shift.

34.3: An example of the call-in assignment prior to the start of the shift is as follows: If an employee were called in for duty, whether for a court appearance or otherwise, at 2:00 p.m., he would receive two (2) hours pay at one and one-half ( $1\frac{1}{2}$ ) times the base rate (assuming the start of the employee's regular shift was 4 p.m.). The employee would receive the pay based upon the 2 hours since he would be starting the regular shift after 2 hours of the called-in for duty.

ARTICLE XXXV

LEAVE OF ABSENCE

35.1: The Employer may grant, in its sole discretion, leaves of absence for up to six (6) months without pay or other benefits excepting seniority. This section of the Agreement shall not be subject to the grievance procedure, Civil Service appeal or Court action on behalf of any employee who feels aggrieved.

ARTICLE XXXVI

COMPENSATORY TIME

36.1: \ The employee is to designate his choice of compensatory time or pay at the time the overtime work is earned.

36.2: Compensatory time may be taken by the employee subject to approval from the Employer in advance. Compensatory time used by the employee shall be deducted hour for hour.

36.3: The accumulated unused compensatory time for all employees shall be computed by the City as of June 30 of each year based upon the June 30 rate of pay and paid to the employee as soon as reasonably possible.

ARTICLE XXXVII

LIABILITY INSURANCE

37.1: Liability Insurance. Liability insurance shall be carried for each employee by the Employer at no cost to the employee to provide protection to the employee for false arrest, detention or imprisonment or malicious prosecution. Coverage will be in a minimum amount of \$300,000 for each occurrence.

ARTICLE XXXVIII

SHIFT PREMIUM

38.1: All employees, including those in "plain clothes" shall be paid a shift allowance on the basis upon the following rates:

~~afternoon shift~~  
~~midnight shift~~

~~20¢ per hour~~  
~~25¢ per hour~~

*22.5¢ per hour  
for any shift  
other than day  
shift*

38.2: Shift allowance will be paid only for the normal shift and not for overtime worked.

*G.M. 6-13-*

ARTICLE XXXIX  
SALARY SCHEDULE

39.1:

Effective January 1, 1982

	<u>Start</u>	<u>6 Mo</u>	<u>1 Yr</u>	<u>1½ Yr</u>	<u>2 Yr</u>	<u>2½ Yr</u>
Police Dispatchers						
Annual	\$14,519.90	\$14,854.42	\$15,196.07	\$15,546.58	\$15,903.12	\$16,249.69
Bi Weekly	558.46	571.32	584.46	597.90	611.66	624.99
Hourly	6.98	7.14	7.31	7.47	7.65	7.81

*Dated*

Effective July 1, 1982

	<u>Start</u>	<u>6 Mo</u>	<u>1 Yr</u>	<u>1½ Yr</u>	<u>2 Yr</u>	<u>2½ Yr</u>
Police Dispatchers						
Annual	\$	\$	\$	\$	\$	\$
Bi Weekly						
Hourly						

*Refer to Addendum -  
Joint 13 Q.M. & L.B.*

Effective July 1, 1983

	<u>Start</u>	<u>6 Mo</u>	<u>1 Yr</u>	<u>1½ Yr</u>	<u>2 Yr</u>	<u>2½ Yr</u>
Police Dispatchers						
Annual	\$	\$	\$	\$	\$	\$
Bi Weekly						
Hourly						

*To be  
decided  
by panel*

ARTICLE XL  
SAVINGS CLAUSE

40.1: In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

40.2: In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XLI

WAIVER CLAUSE

41.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. 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 referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XLII

DURATION

42.1: THIS AGREEMENT shall be in full force and effect from July 1, 1982 to and including June 30, 1984 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

42.2: It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other notice, at least sixty (60) days prior to July 1, 1984, or any period of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

42.3: Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first written.

CITY OF STERLING HEIGHTS:

POLICE OFFICERS ASSOCIATION OF  
MICHIGAN (POAM):

\_\_\_\_\_  
Jerry Mann, Mayor

\_\_\_\_\_, Business Agent

\_\_\_\_\_  
Mary T. Zander, City Clerk

ON BEHALF OF POAM'S AFFILIATE  
THE STERLING HEIGHTS POLICE  
DISPATCHERS ASSOCIATION:

\_\_\_\_\_  
Sterling Heights, PDA

\_\_\_\_\_  
Sterling Heights, PDA

\_\_\_\_\_  
Sterling Heights, PDA

APPENDIX A  
(See Article VI)

"I \_\_\_\_\_, hereby authorize my Employer to deduct from my wages and pay to the Union and/or its authorized representative, Union membership dues, initiation fees, or service charges, service fees and/or assessments, in such amounts as may be established from time to time and in accordance with the agreement between the Union and my Employer.

This Authorization and Assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, and shall automatically renew itself for applicable contract periods thereafter unless I give written notice to the Employer and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal of this Authorization and Assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union dues, initiation fees, service charges, service fees and/or assessments were made with my knowledge and consent, and I do hereby ratify, authorize and assign to the Union all of such deductions as of the time they were made."

Chapter 28

PENSIONS AND RETIREMENT\*

Art. I. In General, §§ 28-1—28-15

Art. II. Employees Retirement System, §§ 28-16—28-64

Art. III. Pension System for Policemen and Firemen, §§ 28-65—28-67

ARTICLE I. IN GENERAL

Secs. 28-1—28-15. Reserved.

ARTICLE II. EMPLOYEES RETIREMENT SYSTEM†

Sec. 28-16. Citation of article.

This article may be cited as the "Sterling Heights Retirement System Ordinance." (Comp. Ords. 1973, § 2-502)

Sec. 28-17. Established; effective date.

There is hereby created and established the City of Sterling Heights Employees Retirement System. The effective date of the retirement system is July 1, 1969. (Comp. Ords. 1973, § 2-501)

Sec. 28-18. Definitions.

The following words and phrases, as used in this article, unless a different meaning is clearly indicated by the context, shall have the following meanings:

*Accumulated contributions* means the sum of all amounts deducted from the compensations of a member, and all

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\*Charter reference—Retirement system, Ch. 19.

Cross reference—Retired employees not eligible for unemployment compensation benefits, § 2-177.

†Charter reference—Duty of council with respect to employees retirement system, §§ 19.05, 19.06.



single sum contributions made by the member, as provided in this article, credited to his individual account in the members deposit fund, together with regular interest thereon.

*Beneficiary* means any person, except a retirant, who is in receipt of, or who is designated to receive, a pension or other benefit payable by the retirement system.

*Board of trustees or board* means the board of trustees provided for in this article.

*Compensation* means the salary or wages paid an employee for personal services rendered by him to the city. The term "compensation" shall not include any remuneration for overtime service, nor any allowances for clothing, equipment, travel expense or other similar items.

*Credited service* means the service credited a member to the extent provided in this article.

*Employee* means any person in the employ of the city. The term "employee" shall not include any person who holds an elective position in the government of the city nor shall it include any policeman or fireman who is a member of the City of Sterling Heights Policemen and Firemen Retirement System.

*Final average salary* means the monthly average of the compensations paid a member during a period of sixty (60) consecutive months of his credited service, which produces the highest average, contained within his one hundred twenty (120) months of credited service immediately preceding termination of his last employment with the city. If he has less than sixty (60) months of credited service, his "final average salary" shall be the monthly average of his compensation for his total period of service.

*Member* means any employee who is included in the membership of the retirement system.

*Pension* means a monthly amount payable by the retirement system throughout the future life of a person, or for a temporary period, as provided in this article.

*Pension reserve* means the present value of all future payments to be made by the retirement system on account of any pension. Such pension reserve shall be computed upon the basis of such mortality and other tables of experience, and regular interest, as the board shall from time to time adopt.

*Regular interest* means such rate or rates of interest per annum, compounded annually, as the board shall from time to time adopt.

*Retirant* means any member who retires with a pension payable by the retirement system.

*Retirement* means a member's withdrawal from the employ of the city with a pension payable by the retirement system.

*Retirement system or system* means the City of Sterling Heights Employees Retirement System created and established by this article.

*Service* means personal service rendered to the city by an employee of the city. (Comp. Orda. 1973, § 2-503)

**Sec. 28-19. Board of trustees generally.**

(a) There is hereby created a board of trustees in which is vested the power and authority to administer, manage and operate the retirement system, and to construe and make effective the provisions of this article. The board shall consist of three (3) trustees, as follows:

- (1) The director of administration of the city, to serve by virtue of his position.
- (2) The finance director of the city, to serve by virtue of his position.
- (3) A citizen, who is an elector of the city, to be appointed by the council for a term of three (3) years. If a vacancy occurs in the office of the citizen trustee, the council shall fill the vacancy for the unexpired portion of the term.

(b) Two (2) trustees shall constitute a quorum at any meeting of the board. Each trustee attending a meeting of the board shall be entitled to one vote on each question before the board. At least two (2) concurring votes shall be necessary for a decision by the board at any of its meetings.

(c) The board shall hold meetings regularly, at least one in each quarter year, and shall designate the time and place thereof.

(d) The board shall adopt its own rules or procedure and shall keep a record of its proceedings. (Comp. Ords. 1973, §§ 2-504, 2-505)

Cross reference—Boards and commissions generally, § 2-95 et seq.

**Sec. 28-20. Board chairman; system officers and services.**

(a) The board shall designate from its own number a chairman and a vice-chairman.

(b) The officers of the retirement system shall be:

- (1) The finance director shall be secretary to the board and he shall be the administrative officer of the system.
- (2) The city treasurer shall be treasurer of the retirement system and he shall be the custodian of its assets.
- (3) The city attorney shall be the legal advisor to the board.
- (4) The board shall appoint an actuary who is a member of the American Academy of Actuaries. He shall be the technical advisor to the board on matters regarding the operation of the retirement system; and he shall perform such other duties as are required of him in this article.

(c) The board may employ such professional and other services as shall be required for the proper operation of the retirement system. Such services, except actuarial, investment and medical, shall be engaged and compensated in the

same manner as similar services are engaged and compensated by the city. (Comp. Ords. 1973, § 2-506)

**Sec. 28-21. Records and reports.**

(a) The secretary shall keep, or cause to be kept, such data as shall be necessary for an actuarial valuation of the assets and liabilities of the retirement system.

(b) The board shall annually render a report to the council showing the fiscal transactions of the retirement system for the preceding fiscal year, and shall furnish such additional information regarding the operation of the system as the council shall from time to time adopt. (Comp. Ords. 1973, § 2-507)

**Sec. 28-22. Adoption of experience tables and rate of regular interest.**

The board shall, from time to time, adopt such mortality and other tables of experience, and a rate or rates or regular interest, as are required for the operation of the retirement system on an actuarial basis. (Comp. Ords. 1973, § 2-508)

**Sec. 28-23. Composition of membership.**

(a) The membership of the retirement system shall include all employees of the city, and all persons who become employees of the city, except as provided in subsection (b) of this section.

(b) The membership of the retirement system shall not include:

- (1) The city manager; nor
- (2) Any person who is employed by the city in a position normally requiring less than one thousand (1,000) hours of work per annum; nor
- (3) Any person whose services rendered to the city are compensated on a contractual or fee basis; nor

- (4) Any policeman or fireman in the employ of the city who is a member of the City of Sterling Heights Policemen and Firemen Retirement System.

(c) In any case of doubt as to the retirement system membership status of any person, the board shall decide the question. (Comp. Ords. 1973, § 2-509; Ord. No. 132-A, § 1, 1-6-76)

#### Sec. 28-24. Termination of membership.

Except as otherwise provided in this article, should any member cease to be employed in a position covered by the retirement system, for any reason except his retirement or death, he shall thereupon cease to be a member and his credited service in force at that time shall be forfeited by him. In the event he is reemployed by the city in a position covered by the system, he shall again become a member; provided he has not attained age sixty-five (65) years. If he is so reemployed, his credited service last forfeited by him shall be restored to his credit; provided, that:

- (1) He returns to the members deposit fund the amount, if any, he withdrew therefrom, together with regular interest from the date of withdrawal to the date of repayment; and
- (2) He acquires at least two (2) years of credited service for service rendered by him from and after the date he is last reemployed by the city.

Upon a member's retirement, attainment of age seventy (70) years or death, he shall thereupon cease to be a member. (Comp. Ords. 1973, § 2-510)

#### Sec. 28-25. Service credit.

The board shall determine, by appropriate rules and regulations, the amount of service to be credited any member. In no case shall less than ten (10) days of service rendered by him in any calendar month be credited as a year of service, nor shall more than one year of service be credited any member for all service rendered by him in any

calendar year. Based upon such rules and regulations and the provisions of this article, the board shall credit each member with the number of years and months of service to which he is entitled. (Comp. Ords. 1973, § 2-511)

**Sec. 28-26. Military service credit.**

Any person who, while employed by the city in a position covered by the retirement system, entered or enters any armed service of the United States Government shall not have such armed service credited him as city service. During the period of such armed service and until his return to the employ of the city, his contributions to the system shall be suspended and his balance, if any, in the members deposit fund shall be accumulated at regular interest. (Comp. Ords. 1973, § 2-512)

**Sec. 28-27. Voluntary retirement.**

Any member who has attained age sixty (60) years and has ten (10) or more years of credited service may retire upon his written application filed with the board setting forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, he desires to be retired. Upon his retirement, he shall receive a pension as provided in section 28-31. (Comp. Ords. 1973, § 2-513)

**Sec. 28-28. Compulsory retirement.**

(a) Any member shall be separated from city employment upon his attainment of age sixty-two (62) years, subject to subsection (b) of this section.

(b) A member may be continued in city employment beyond his attainment of age sixty-two (62) years upon the recommendation of the city manager and approval by the city council. Continuations or extensions under this subsection shall be reviewed and acted upon annually by the city manager and city council. If a member is continued in city employment after his attainment of age seventy (70) years:

- (1) He shall cease to make contributions to the retirement system;
- (2) His balance in the members deposit fund shall remain therein and shall be accumulated at regular interest; and
- (3) He shall not be given credit for service rendered by him after his attainment of age seventy (70) years.

(c) If, upon his separation from city employment as provided in this section, a member has ten (10) or more years of credited service, he shall be retired and he shall receive a pension as provided in section 28-31. His pension shall be computed upon the basis of his credited service in force and his final average salary as of the date he attained age seventy (70) years or retirement, whichever is applicable. If he has less than ten (10) years of credited service upon his separation from city employment, his balance in the members deposit fund shall be returned to him. (Comp. Ords. 1973, § 2-514)

#### Sec. 28-29. Deferred retirement.

If a member with ten (10) or more years of credited service leaves the employ of the city after his attainment of age thirty-five (35) years, for any reason except his retirement or death, he shall be entitled to a pension as provided in section 28-31, as the section was in effect at the time he left city employment. His pension shall begin the first day of the calendar month which is at least thirty (30) days following the date his written application for same is filed with the board on or after his attainment of age sixty (60) years. If he withdraws his accumulated contributions from the members deposit fund, he shall thereupon forfeit his right to a deferred pension as provided in this section. He shall not be given service credit for the period of his absence from city employment, unless otherwise provided in this article. Until his pension begins, his balance in the members deposit fund shall be accumulated at regular interest. (Comp. Ords. 1973, § 2-515; Ord. No. 132-B, § 1, 6-29-76)

**Sec. 28-30. Reemployment after retirement.**

If a retirant is reemployed by the city in any capacity, payment of his pension shall be suspended during the period of his reemployment. Upon termination of his reemployment, payment of his pension shall be resumed without change. During the period of his reemployment:

- (1) He shall not be a member of the retirement system;
- (2) He shall not make contributions to the system; and
- (3) He shall not be given credit for service rendered by him while he is so reemployed. (Comp. Ords. 1973, § 2-516)

**Sec. 28-31. Straight life pension.**

Upon a member's retirement, as provided in this article, he shall receive a straight life pension equal to the number of years, and fraction of a year, of his credited service multiplied by the sum of one and four-tenths (1.4) percent of the first six hundred fifty dollars (\$650.00) of his final average salary, plus one and nine-tenths (1.9) percent of the portion, if any, of his final average salary in excess of six hundred fifty dollars (\$650.00). His straight life pension shall be subject to section 28-38. Prior to the date of his retirement, he may elect to receive his pension under an option provided in section 28-33 in lieu of a straight life pension. (Comp. Ords. 1973, § 2-517)

**Sec. 28-32. Terminal payment.**

If a retirant dies before he has received in straight life payments an aggregate amount equal to his accumulated contributions standing to his credit in the members deposit fund at the time of his retirement, the difference between his accumulated contributions and aggregate amount of straight life pension payments received by him shall be paid to such person or persons as he shall have nominated by written designation duly executed and filed with the board. If there be no such designated person surviving the retirant, such difference, if any, shall be paid to the retirant's estate.



In no case shall any benefits be paid under this section on account of the death of a retirant, if he was receiving his pension under an option provided in section 28-33. (Comp. Orda. 1973, § 2-518)

**Sec. 28-33. Pension options.**

(a) Before the date of his retirement, but not thereafter, a member may elect to receive his pension as a straight life pension payable throughout his life, or he may elect to receive the actuarial equivalent, computed as of the date of his retirement, of his straight life pension in a reduced pension payable throughout his life, and nominate a beneficiary, in accordance with the provisions of Option A, B or C set forth below:

- (1) *Option A—100% survivor pension:* Under Option A, upon the death of a retirant, his reduced pension shall be continued throughout the life of and paid to such person, having an insurable interest in his life, as he shall have nominated by written designation duly executed and filed with the board prior to the date of his retirement.
- (2) *Option B—50% survivor pension:* Under Option B, upon the death of a retirant, one-half of his reduced pension shall be continued throughout the life of and paid to such person, having an insurable interest in his life, as he shall have nominated by written designation duly executed and filed with the board prior to the date of his retirement.
- (3) *Option C—10 years certain and life thereafter:* Under Option C, a retirant shall receive a reduced pension payable throughout his life with the provision that if he dies before he has been paid one hundred twenty (120) monthly pension payments, the payments shall be continued for the remainder of the period of one hundred twenty (120) months to such person or persons, in equal shares, as the retirant shall have nominated by written designation duly executed and filed with the board. If there be no such designated

person surviving the retirant, such remaining monthly payments shall be continued and paid to the estate of the survivor of the retirant and his last surviving beneficiary.

(b) In the event a retirant, who elected Option A or B provided in subsection (a) of this section, and his beneficiary both die before they have received in pension payments a total amount equal to the accumulated contributions standing to the retirant's credit in the member's deposit fund at the time of his retirement, the difference between his accumulated contributions and the total amount of pension payments received by them shall be paid to the state of the survivor of the retirant and his beneficiary. (Comp. Ords. 1973, § 2-519)

#### Sec. 28-34. Death in service pensions.

(a) Any member, who continues in the employ of the city after the date he either acquires twenty (20) years of credited service or attains age sixty (60) years and acquires ten (10) or more years of credited service, may, prior to the date of his retirement, elect Option A provided in section 28-33(a), and nominate a beneficiary whom the board finds to be dependant upon the member for at least fifty (50) percent of his support due to lack of financial means. Prior to the date of his retirement, a member may revoke his election of Option A and nomination of beneficiary and he may again, prior to the date of his retirement, elect Option A and nominate a beneficiary as provided in this subsection. Upon the death of a member, who has an Option A election in force, his beneficiary, if living, shall immediately receive a pension under Option A which is the actuarial equivalent of a pension computed according to section 28-33. The pension shall be computed in the same manner as if the member had retired the day preceding the date of his death, notwithstanding that he might not have attained age sixty (60) years, and shall be subject to section 28-38.

(b) If a member, who either has twenty (20) or more years of credited service or has attained age sixty (60) years and has ten (10) or more years of credited service, and in either

case does not have an Option A election in force as provided in subsection (a) of this section, dies while in the employ of the city, the following applicable pensions shall be paid:

- (1) If the deceased member leaves a spouse, the spouse shall receive a pension equal to seventy-five (75) percent of the pension, computed according to section 28-31, earned by the member to the date of his death. The percent shall be reduced by one for each full year in excess of five (5) years the spouse is younger than the member. The percent so reduced shall not be less than fifty (50) percent. The pension shall terminate upon the spouse's remarriage or death and shall be subject to subsection (c) of this section and to section 28-38.
- (2) If the deceased member does not leave a spouse, or if the spouse dies or remarries subsequent to the member's death, and the member leaves his unmarried child or children under age twenty-one (21) years, each such child shall receive a pension of an equal share of fifty (50) percent of the pension, computed according to section 28-31, earned by the member to the date of his death. A child's pension shall terminate upon his adoption, marriage, attainment of age twenty-one (21) years or death, whichever occurs first. Upon termination of a child's pension, it shall be divided into equal shares and added to the pensions being paid the deceased member's surviving eligible children, if any. Any pension payable under this paragraph shall be subject to subsection (c) of this section and to section 28-38.

(c) If, upon termination of all pension payments payable under this section on account of the death of a member, the total amount of the pension payments made is less than the member's accumulated contributions standing to his credit in the members deposit fund at the time of his death, the difference between his accumulated contributions and the total amount of pension payments made shall be paid to the estate of the member's last surviving beneficiary. No

pension shall be paid under this section if any benefit is payable or will become payable under any other provision of this article on account of the member's death. (Comp. Ords. 1973, § 2-520)

**Sec. 28-35. Death in line of duty pensions.**

If a member dies as the result of illness contracted or injuries received arising out of and in the course of his city employment, and his death or illness or injuries resulting in death be found by the board to have been the natural and proximate result of his actual performance of duty in the employ of the city, the following applicable pensions shall be paid, provided workmen's compensation is granted on account of the member's death:

- (1) If the deceased member leaves a spouse, the spouse shall receive a pension equal to seventy-five (75) percent of the member's pension computed according to section 28-31. The percent shall be reduced by one for each full year in excess of five (5) years the spouse is younger than the member. If the member's death occurs prior to his attainment of age sixty (60) years, the service credit used in computing his pension shall be the sum of his credited service in force at the time of his death, plus the number of years, and fraction of a year, in the period from the date of his death to the date he would attain age sixty (60) years. A spouse's pension shall not be less than fifteen (15) percent of the member's final average salary, shall terminate upon the spouse's remarriage or death and shall be subject to section 28-38.
- (2) If the deceased member does not leave a spouse, or if the spouse dies or remarries subsequent to the member's death, and the member leaves his unmarried child or children under age twenty-one (21) years, each such child shall receive a pension of an equal share of fifty (50) percent of the member's pension, computed according to section 28-31. If the member's death occurs prior to his attainment of age sixty (60)

years, the service credit used in computing his pension shall be the sum of his credited service in force at the time of his death, plus the number of years, and fraction of a year, in the period from the date of his death to the date he would attain age sixty (60) years. A child's pension shall terminate upon his adoption, marriage, attainment of age twenty-one (21) years or death, whichever occurs first. Upon termination of a child's pension, it shall be divided into equal shares and added to the pensions being paid the deceased member's surviving eligible children. A child's pension shall not be less than ten (10) percent of the member's final average salary and shall be subject to section 28-38. (Comp. Ords. 1973, § 2-521)

#### Sec. 28-36. Disability retirement.

(a) Upon the application of a member or his department head, a member who is in the employ of the city, has ten (10) or more years of credited service and becomes totally and permanently disabled for duty in the employ of the city may be retired by the board; provided that, after a medical examination of the member, made by or under the direction of a physician designated by the board, the physician certifies to the board, in writing, that the member is mentally or physically totally disabled for duty in the employ of the city and that such disability will probably be permanent. Upon his retirement, he shall receive the applicable pension provided in section 28-37.

(b) If a member has less than ten (10) years of credited service, the service requirement contained in subsection (a) of this section shall be waived, if the board finds that his total and permanent disability is the natural and proximate result of a personal injury or disease arising solely and exclusively out of and in the course of his actual performance of duty in the employ of the city and that he is granted workmen's compensation on account of his disability incurred as a result of his city employment. (Comp. Ords. 1973, § 2-522)

**Sec. 28-37. Disability pension.**

(a) Upon a member's retirement on account of disability, as provided in section 28-36, he shall receive a pension computed according to section 28-31. Prior to the date of his retirement, he may elect to receive his pension under an option provided in section 28-33 in lieu of a straight life pension. His disability pension shall be subject to section 28-38.

(b) If the member's retirement on account of disability, as provided in section 28-36, occurs prior to his attainment of age sixty (60) years, and the board finds that his disability is the natural and proximate result of a personal injury or disease arising out of and in the course of his city employment and that he is in receipt of workmen's compensation on account of his disability, the service credit used in computing his pension provided in subsection (a) of this section shall be the sum of his credited service in force at the time of his retirement, plus the number of years, and fraction of a year, in the period from the date of his retirement to the date he would attain age sixty (60) years. His disability pension shall be subject to section 28-38. (Comp. Ords. 1973, § 2-523)

**Sec. 28-38. Pension maximum limit.**

The total of the pensions payable under any provision of this article on account of a member's retirement or death shall not exceed seventy (70) percent of the member's final average salary, nor shall it exceed the difference between seventy (70) percent of final average salary and the sum of the monthly equivalent of any workmen's compensation payable on account of the member's city employment and any other benefit program, except social security, financed in whole or in part by the city. If computation of a member's pension under section 28-31 would result in a pension in excess of seventy (70) percent of the member's final average salary, then and in that event only, beginning the July 1st after the expiration of twelve (12) months following the beginning date of the pension, and annually thereafter, the

member's final average salary used to determine the maximum pension limit shall be increased by two (2) percent of the member's initial final average salary until the member's pension equates to that which he would have received using the computation in section 28-31 without a limitation of seventy (70) percent of the member's initial final average salary. (Comp. Ords. 1973, § 2-524; Ord. No. 132-B, § 2, 6-29-76)

**Sec. 28-39. Conditions for disability retirant.**

(a) At least once each year during the first five (5) years following a member's retirement on account of disability, and at least once in every three (3) year period thereafter, the board may require a disability retirant, who has not attained age sixty (60) years, to undergo a medical examination to be made by or under the direction of a physician designated by the board. If a disability retirant refuses to submit to such medical examination in any such period, his pension may be suspended by the board until his withdrawal of such refusal. Should such refusal continue for one year, his pension may be revoked by the board. If upon such medical examination of a disability retirant, the physician reports to the board that the retirant is physically able and capable of resuming employment, in a position commensurate with his type of work at the time of his retirement, his pension shall terminate, provided the report of the physician is concurred in by the board.

(b) A disability retirant who returns to city employment, as provided in subsection (a) of this section, shall again become a member of the retirement system. His credited service in force at the time of his retirement shall be restored to full force and effect. He shall be given service credit for the period he was in receipt of a disability pension provided for in section 28-37(b). He shall not be given service credit for the period he was in receipt of a pension provided for in section 28-37(a).

(c) In the event a disability retirant, who has not attained age sixty (60) years, becomes engaged in a gainful

occupation, business or employment, paying him more than the difference between his annual rate of compensation at the time of his retirement and his disability pension converted to an annual amount, his pension shall be reduced to an amount which together with the amount so earned by him shall equal but not exceed such annual rate of compensation. Beginning the July first after the expiration of twelve (12) months following the beginning date of his pension, and annually thereafter, his annual rate of compensation used to determine his pension reduction shall be increased by two (2) percent of his annual rate of compensation at the time of his retirement. (Comp. Ords. 1973, § 2-525)

**Sec. 28-40. Members deposit fund; members' contributions generally.**

(a) Effective July 1, 1970, the members deposit fund is hereby created. It shall be the fund in which shall be accumulated, at regular interest, the contributions deducted from the compensation of members, and from which shall be made refunds and transfers of accumulated contributions as provided in this article.

(b) A member's contributions to the retirement system shall be three (3) percent of the first seven thousand eight hundred dollars (\$7,800.00) of his annual compensation, plus five (5) percent of the portion, if any, of his annual compensation in excess of seven thousand eight hundred dollars (\$7,800.00). The officer or officers responsible for preparing the payroll shall cause the contribution to be deducted from the compensation of each member on each and every payroll, for each and every payroll period, so long as he remains a member. Each of such amounts, when deducted, shall be paid to the system and shall be credited to the members deposit fund account of the member from whose compensation such deduction was made. The member's contributions provided herein shall be made notwithstanding that the minimum compensation provided by law for any member shall be thereby changed. Every member shall be deemed to consent and agree to the



deductions made and provided for herein. Payment of his compensation, less such deduction, shall be a full and complete discharge and acquittance of all claims and demands whatsoever for services rendered by him during the period covered by such payment, except as to benefits provided by the system.

(c) In addition to the contributions deducted from the compensation of a member, as hereinbefore provided, he shall return to the members deposit fund, by a single payment or by an increased rate of contribution as approved by the board, the amount, if any, he withdrew therefrom, together with regular interest from the date of withdrawal to the date of repayment. In no case shall any member be given credit for service rendered prior to the date he withdrew his accumulated contributions, until he returns to the members deposit fund all amounts due the fund by him.

(d) Upon the retirement of a member, or if a pension becomes payable by the retirement system on account of his death, his accumulated contributions standing to his credit in the members deposit fund shall be transferred to the retirement reserve fund. At the expiration of a period of four (4) years from and after the date an employee ceases to be a member, without entitlement to a deferred pension provided for in section 28-29, any balance of accumulated contributions standing to his credit in the members deposit fund, unclaimed by the member or his legal representative, shall be transferred to the income fund. (Comp. Ords. 1973, § 2-526)

#### Sec. 28-41. Refund of member's contributions.

(a) Should any member leave the employ of the city for any reason, except his retirement or death, before he has satisfied the age and service requirements for retirement provided in section 28-27, he shall be paid his accumulated contributions standing to his credit in the members deposit fund upon his written request to the board.

(b) Upon the death of a member, if no pension is payable or will become payable by the retirement system on account

of his death, his accumulated contributions standing to his credit in the members deposit fund at the time of his death shall be paid to such person or persons as he shall have nominated by written designation duly executed and filed with the board. If there be no such designated person surviving the member, or if he did not designate a beneficiary, his accumulated contribution shall be paid to his estate.

(c) Payment of accumulated contributions, as provided in this section, may be made in installments, according to such rules and regulations as the board shall from time to time adopt. (Comp. Ords. 1973, § 2-527)

#### Sec. 28-42. Employer reserve fund.

(a) The employer reserve fund is hereby created. It shall be the fund in which shall be accumulated the contributions made by the city to the retirement system; and from which shall be made transfers as provided in this section.

(b) Upon the basis of such mortality and other tables of experience, and regular interest, as the board shall from time to time adopt, the actuary shall annually compute the pension reserves for service rendered and to be rendered by members, and the pension reserves for pensions being paid retirants and beneficiaries. The pension reserve liabilities so determined shall be financed by annual city contributions appropriated by the council, said annual city contributions being retroactive to the effective date of the retirement system, July 1, 1969, and said contributions to be determined as provided below:

(1) The annual appropriation for members' current service shall be a percent of their annual compensation which will produce an amount which, if paid annually by the city for the periods of their future service, will be sufficient to provide, at the time of their retirement, the city-financed portions of the pension reserves for the pensions to be paid them based upon their future service.

(2) The annual appropriations for members' accrued service shall be a percent of their annual compensation which will provide an amount which, if paid annually by the city over a period of years, to be determined by the board, will amortize at regular interest the unfunded pension reserves for the accrued service portions of the pensions to be paid them.

(3) The annual appropriation for pensions being paid retirants and beneficiaries shall be a percent of the annual compensation of members which will produce an amount which, if paid annually by the city over a period of years, to be determined by the board, will amortize at regular interest the unfunded pension reserves, if any, for pensions being paid retirants and beneficiaries.

(c) The difference between the pension reserve for a pension payable by the retirement system and a member's accumulated contributions standing to his credit in the members deposit fund shall be transferred from the employer reserve fund to the retirement reserve fund upon the retirement or death of a member. (Comp. Orda. 1973, § 2-528)

#### Sec. 28-43. Retirement reserve fund.

The retirement reserve fund is hereby created. It shall be the fund from which shall be paid all pensions as provided in this article. If a disability retirant returns to the employ of the city, his pension reserve, as of the date of his return, shall be transferred from the retirement reserve fund to the members deposit fund and employer reserve fund in the same proportion as the pension reserve was originally transferred to the members deposit fund and employer reserve fund. The portion of his pension reserve transferred to the members deposit fund shall be credited to his individual account therein. (Comp. Orda. 1973, § 2-529)

#### Sec. 28-44. Income fund.

The income fund is hereby created. It shall be the fund to which shall be credited all interest, dividends and other

income from investments of the retirement system; all transfers from the members deposit fund by reason of lack of claimant; and all other moneys received by the system, the disposition of which is not specifically provided in this article. The board may accept gifts and bequests and the same shall be credited to the income fund. There shall be transferred from the income fund to the members deposit fund, employer reserve fund and retirement reserve fund the amounts required to credit regular interest to the respective funds. Whenever the board determines that the balance of the income fund is more than sufficient to cover the current charges to the fund, such excess may be used to provide contingency reserves or may be used to cover special needs of the other funds of the system, as the board shall determine. If the balance in the income fund is insufficient to meet the charges to the fund, the amount of such insufficiency shall be transferred to the income fund from the employer reserve fund. A member's accumulated contributions which were transferred to the income fund may be returned upon a valid claim approved by the board. (Comp. Ords. 1973, § 2-530)

**Sec. 28-45. Other funds.**

The board may, from time to time, create such other funds, in addition to the members deposit fund, employer reserve fund and retirement reserve fund, as it deems necessary for the proper operation of the retirement system. (Comp. Ords. 1973, § 2-532)

**Sec. 28-46. Allowance of regular interest on funds.**

At the end of each fiscal year, the board shall allow and credit regular interest to each member's individual account in the members deposit fund. Such interest shall be computed upon the difference between his balance in the fund at the beginning of the fiscal year and any withdrawal he might have made during the year. At the end of each fiscal year, the board shall allow and credit regular interest to the other funds of the retirement system. Such interest shall be computed upon the mean balances in the funds

during the year. The interest so allowed and credited shall be transferred from the income fund. (Comp. Ords. 1973, § 2-531)

**Sec. 28-47. Investment of assets.**

The board shall be the trustee of the assets of the retirement system and shall have full power to invest and reinvest such assets in accordance with the provisions of Act No. 314, of the Public Acts of 1965 [MSA 3.981(101) et seq.; MCL § 38.1121, et seq.], as amended, and as it might from time to time be amended or superseded. The board shall have full power to hold, purchase, sell, assign, transfer and dispose of any securities and investments of the system, as well as the proceeds of such investments and any moneys belonging to the system. (Comp. Ords. 1973, § 2-533)

**Sec. 28-48. Assets not segregated.**

The members deposit fund, employer reserve fund, retirement reserve fund and any other funds created by the board shall be interpreted to refer to the accounting records of the retirement system and not to the actual segregation of the assets of the system in the said funds. (Comp. Ords. 1973, § 2-534)

**Sec. 28-49. Restricted use of assets.**

All moneys and investments of the retirement system shall be held for the exclusive purpose of meeting disbursements for pensions and other payments authorized by this article and shall be used for no other purpose whatsoever. Available cash in a noninterest bearing form shall not exceed five (5) percent of the total assets of the system. (Comp. Ords. 1973, § 2-535)

**Sec. 28-50. Method of making payments.**

All payments from moneys of the retirement system shall be made by the city treasurer only upon written authority of two (2) persons designated by the board. A duly attested

copy of a resolution designating such persons shall be filed with the city treasurer. No such written authority to make payments from moneys of the system shall be executed unless such payment or payments shall have been previously authorized by a specific or continuing resolution adopted by the board. (Comp. Ords. 1973, § 2-536)

**Sec. 28-51. City's right of subrogation against third parties.**

In the event a person becomes entitled to a pension or other benefit payable by the retirement system as the result of an accident or injury caused by the act of a third party, the city shall be subrogated to the rights of the said person against such third party to the extent of the retirement system benefits which the city pays or becomes liable to pay. (Comp. Ords. 1973, § 2-537)

**Sec. 28-52. Conflicts of interest.**

Except as otherwise provided in this article, no trustee and no employee of the city shall have any interest, direct or indirect, in the gains or profits arising from any investments made by the board. No person, directly or indirectly, for himself or as an agent or partner of others, shall borrow any moneys of the retirement system nor shall he in any manner use the same, except to make payments authorized by the board. No person shall become an endorser or surety or become in any manner an obligor for moneys loaned by or borrowed from the system. Nothing contained in this section shall be construed to impair the rights of any member, retirant or beneficiary of the system to benefits provided by the system. (Comp. Ords. 1973, § 2-538)

**Sec. 28-53. Rights and funds not subject to legal process or assignment; city's right of setoff; deduction of insurance premiums from pension.**

(a) The right of a person to a pension, to the return of accumulated contributions, the pension itself, any pension

option and any other right accrued or accruing to any member, retirant or beneficiary, under the provisions of this article, and all moneys belonging to the retirement system, shall not be subject to execution, garnishment, attachment, the operation or bankruptcy or insolvency law or any other process of law whatsoever, and shall be unassignable, except as is specifically provided in this article. The city shall have the right of setoff for any claim arising from embezzlement by or fraud of a member, retirant or beneficiary.

(b) If a member is covered by a group insurance or prepayment plan participated in by the city, and should he be permitted to and elect to continue such coverage as a retirant, he may authorize the board to have deducted from his pension the payments required of him to continue coverage under such group insurance or prepayment plan. (Comp. Ords. 1973, § 2-539)

**Sec. 28-54. Correction of errors.**

Should any change or error in the records of the city or the retirement system result in any person receiving from the system more or less than he would have been entitled to receive had the records been correct, the board shall correct such error and, as far as is practicable, shall adjust the payment of the benefit in such manner that the actuarial equivalent of the benefit to which such person was correctly entitled shall be paid. (Comp. Ords. 1973, § 2-540)

**Secs. 28-55—28-64. Reserved.**

**ARTICLE III. PENSION SYSTEM FOR  
POLICEMEN AND FIREMEN**

**Sec. 28-65. Adopted.**

The city, in accordance with section 19.02 of the Charter, adopts Act No. 345 of the Public Acts of Michigan of 1937, as amended, being a retirement and pension system for

39.1

Effective July 1, 1982

	<u>Start</u>	<u>6 mo.</u>	<u>1 yr.</u>	<u>1 1/2 yr.</u>	<u>2 yr.</u>	<u>2 1/2 yr.</u>
livedispatchers I	\$ 15,100.70	\$ 15,448.60	\$ 15,803.91	\$ 16,168.44	\$ 16,539.24	\$ 16,899.61
usual						
Weekly	580.80	594.18	607.84	621.86	636.12	649.99
laundry	7.26	7.43	7.60	7.77	7.95	8.12

Effective January 1, 1983

	<u>Start</u>	<u>6 mo.</u>	<u>1 yr.</u>	<u>1½ yr.</u>	<u>2 yr.</u>	<u>2½ yr.</u>
Ice Dispatches						
Annual	\$ 15,629.22	\$ 15,989.30	\$ 16,357.05	\$ 16,734.33	\$ 17,118.11	\$ 17,491.16
2 Weekly	601.12	614.97	629.12	643.63	658.39	672.74
Hourly	7.51	7.69	7.86	8.05	8.23	8.41

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Effective June 30, 1983 the classification of Police Dispatcher II shall be created. The City shall <sup>maintain</sup> fill no less than one Police Dispatcher II position per shift. ~~and shall maintain no less than one Police Dispatcher II position per shift.~~ Police Dispatcher II positions shall be awarded by bargaining unit seniority; that is, the most senior person shall select Dispatcher II with <sup>first</sup> choice of shift. The next senior person shall select Dispatcher II with choice of



the remaining two shifts. The next senior person shall select Dispatcher II for the remaining shift. In the event a seniority employee declines a Dispatcher II position, the selection process shall move down to the next senior person.

The duties of Police Dispatcher II ~~shall~~ <sup>may</sup> include, but not be limited to, training and matron duties, <sup>when required</sup>. In the event that a Dispatcher II is not available and specific duties such as matron duties are required, such duties shall be performed by the most senior Police Dispatcher I available on the shift and qualified to perform the work. Such Dispatcher I shall receive the 25¢ per hour premium for all hours in which such duties are performed.