

# PATROLMAN

Local #1277



*City of Center Line  
7550 Temple Road  
Center Line, MI, 48015*

**CITY OF CENTER LINE**

*Center Line City of*



INDEX

<u>SECTION AND TITLE.</u>	<u>PAGE.</u>
1 Intent and Purpose.	1
2 Recognition.	1
3 Union Security.	2
4 Union Dues.	2
5 Steward and Alternate Steward.	4
6 Grievances.	5
7 Grievance Procedure. Time of Answers and Appeals.	6
8 Visits by Union Representatives.	6
9 Trial Board.	6
10 Discipline and Discharge.	7
11 Special Conferences.	7
12 Computation of Back Wages.	7
13 Seniority.	8
14 Seniority Lists.	8
15 Loss of Seniority.	8
16 Layoff Defined.	9
17 Recall Procedure.	9
18 Transfers. Transfer of Employees.	9
19 Promotions.	10
20 Veterans.	10
21 Veterans Law.	10
22 Special Leave of Absence for Veterans.	10
23 Leave of Absence.	11
24 Sick Leave.	11
25 Job Incurred Injury.	12
26 False Arrest Insurance.	13
27 Funeral Leave.	13
28 Longevity Pay.	14
29 Business Days.	16
30 Supervisors.	16
31 Hours of Work.	16
32 Premium Pay.	17
33 Holidays.	17
34 Vacations.	17
35 Hospitalization, Medical and Dental Insurance.	18
36 Retirement.	19
37 Life Insurance.	19
38 Uniform Allowance.	19
39 Rates of Pay Per Annum.	19
40 Rates for New Jobs Within the Bargaining Unit.	20
41 Union Bulletin Board.	20
42 Lockers.	20
43 Employer Rights.	20
44 Termination.	21
Letter of Agreement:	
Four Year Moratorium on Vacations.	i
Letter on Automobile Option Equipment	ii

## AGREEMENT

THIS IS AN AGREEMENT entered into this 30th day of June, 1973 and effective July 1, 1973 by and between the City of Center Line, Michigan, hereinafter referred to as the "Employer," and Metropolitan Council No. 23, American Federation of State, County and Municipal Employees, AFL-CIO and its Local Union No. 1277, hereinafter referred to as the "Union."

## 1. INTENT.

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

## PURPOSE.

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

## 2. RECOGNITION.

Pursuant to the Public Employment Relations Act (Act 366 of P.A. of 1947, as amended), the Employer hereby recognizes the Union during the entire term of this Agreement as the sole and exclusive collective bargaining agent on behalf of all its Employees in the appropriate unit set forth below with respect to wages, hours and other terms and conditions of employment. The Employer further agrees that it will not recognize, deal with or enter into contractual relations, either written or oral, with any labor organization, agency, committee or group in regard to wages, hours or other terms and conditions of employment in behalf of any of its Employees coming within the meaning of this Agreement at any time during the

terms of this Agreement: PROVIDED, that any individual Employee at any time may present grievances to the Employer and have said grievances adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement: PROVIDED that the Union has been given opportunity to be present at such adjustment.

The appropriate unit is:

All regular Police Department Patrolmen, excluding Detectives, Corporals, Sergeants, and Lieutenants, the Commissioner of Public Safety and all other Supervisors.

3. UNION SECURITY.

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

4. UNION DUES.

(a) Employees may pay membership dues directly to the Union.

(b) The Employer agrees to make monthly collection of Union dues and initiation fees (not including fines or assessments) for any Employee submitting a signed payroll deduction authorization (in the form set forth in subparagraph 4(h) below) to the Employer and to pay over to the Union the total amount thus deducted for all such Employees.

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

(d) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible after the tenth (10th) day

of the following month. The Employer shall furnish the designated financial officer of the Union monthly with a list of those for whom the Union has submitted signed Authorization for Check-off Dues forms but for whom no deductions have been made.

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

(f) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section 4 of this Agreement.

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

(h) Form of Authorization.

METROPOLITAN COUNCIL NO. 23  
 AMERICAN FEDERATION OF STATE, COUNTY  
 AND MUNICIPAL EMPLOYEES, AFL-CIO  
 AND ITS LOCAL 1277

AUTHORIZATION FOR PAYROLL DEDUCTION

By \_\_\_\_\_ (Name)

Classification \_\_\_\_\_

TO: City of Center Line, Michigan.

Effective \_\_\_\_\_ 19\_\_\_\_, I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues and initiation fees as certified by the Union.

The amount deducted shall be paid to the Union. This Authorization shall remain in effect unless terminated by me by written notice to the Union and Employer as set forth in the Agreement.

\_\_\_\_\_  
(Name)\_\_\_\_\_  
(Address)

## 5. STEWARD AND ALTERNATE STEWARD.

(a) Employees shall be represented by a Chief Steward and one other Steward who shall be regular Employees and working in the department.

(b) The Union will immediately notify the Employer in writing of the names of its Chief Steward and Steward and any change of personnel in those positions.

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

proper handling of grievances and will not be abused and Stewards will perform their regularly assigned work at all times except as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

6. GRIEVANCES.

In the event of a dispute, difference or disagreement between the Employee's Union and the Employer, the following procedure shall be utilized to adjust the matter:

(a) Step One. When an Employee feels that he is aggrieved, he shall within five (5) working days after the act or incident complained of present his grievance orally to the Commissioner. The Steward may be present at this step if so requested by the Employee.

(b) Step Two. If the Employee and the Commissioner are unable to adjust the grievance, it shall be reduced to writing setting forth the facts necessary to an understanding of the issues involved signed by the Employee or his representative and submitted by the Steward to the Commissioner for resolution.

(c) Step Three. If the grievance still cannot be satisfactorily adjusted in Step Two, it shall be submitted to the City Manager who will endeavor to resolve the matter with the Union's Chief Steward and Steward.

(d) Step Four. If not settled in Step Three, the grievance shall be referred to the City Council who will seek to adjust the grievance with the Union's Staff Representative, Chief Steward and Steward.

(e) Step Five. In the event that the grievance shall not have been satisfactorily settled in the four preceding steps, either party within seven (7) working days after the date of the

conclusion of Step Four above may, by letter to the American Arbitration Society submit the matter to said Society for arbitration and earnest effort shall be made by both parties to expedite arbitration.

7. GRIEVANCE PROCEDURE. TIME OF ANSWERS AND APPEALS.

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

(b) Any grievance not appealed from an answer at the first step of the grievance procedure to the second step of the grievance procedure with five (5) working days after, such answer shall be considered settled on the basis of the last answer and not subject to further review.

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

8. VISITS BY UNION REPRESENTATIVES.

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

9. TRIAL BOARD.

All charges filed pursuant to Section 2-329 of the City of

Center Line Code of Ordinances shall be handled exclusively in accordance with Sections 2-327 through 2-351 inclusive of said Ordinances except that said charge may be processed through Step Two of the grievance procedure without resort to the remaining steps of the grievance procedure of this Agreement.

10. DISCIPLINE AND DISCHARGE.

(a) Discipline. Disciplinary action or measures may include the following: Oral reprimand. Written reprimand.

(b) Discharge. Employees shall be discharged only for just cause. The Employer wherever possible, shall give the Steward notice prior to suspension. Any Employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

11 SPECIAL CONFERENCES.

Special conferences for important matters will be arranged between the Unit Representative and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

12. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his regular rate.

## 13. SENIORITY.

(a) All new Employees shall be regarded as probationary Employees for the first twelve (12) months of their employment. In individual cases, the Employer and the Union may mutually agree to extend this provision for an additional sixty (60) days. Upon completion of the probationary period, the Employee will be granted seniority ranking from the date of hire. Until given seniority ranking, an Employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Employer and without recourse to the grievance procedure.

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

(c) Seniority shall be on a departmental basis in accordance with the Employee's last date of hire.

## 14. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.

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

(c) The Employer will keep the seniority list up to date at all times and will provide the Union Representative with up to date copies at least every ninety (90) days.

## 15. LOSS OF SENIORITY.

An Employee's seniority will continue until he (a) quits, (b) is discharged, (c) is absent without notice or excuse accept-

able to the Employer for three (3) or more working days, (d) fails to report for work within seventy-two (72) hours after date of mailing written notification to return to work to the Employee's last known address or upon the termination of a leave of absence unless such time is extended by the Employer. In proper cases, exception shall be made by the Employer.

16. LAYOFF DEFINED.

(a) The word "layoff" means a reduction in the working force due to a decrease of work.

(b) In all cases of layoff, the principle of straight seniority by department shall be observed and length of service shall govern.

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

17. RECALL PROCEDURE.

When an increase in force is necessary, Employees previously laid off will be recalled in the order of seniority. Employees so recalled shall be given seven (7) calendar days in which to report to work or make other suitable arrangements with their immediate Supervisor. Recall rights for an Employee shall expire after a period equal to his seniority.

18. TRANSFERS. TRANSFER OF EMPLOYEES.

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

## 19. PROMOTIONS.

Promotions to positions in the Police Department above the rank of Patrolman shall be competitive and filled by promotions among persons holding positions in the next lower rank in the Department who have completed two (2) years in such rank and at least four (4) years in the Department: PROVIDED, however, if no person or persons have completed two (2) years in the next lower rank, examinations may be held among persons in such rank as to all intent and purpose as though two (2) years of service had been completed by such persons.

Promotions shall be based upon merit to be ascertained by tests and upon the superior qualifications of the persons promoted as shown by his previous service and experience. In the event of only one (1) person in the next lower rank, person or persons in the second lower rank may compete for the vacancy if such person or persons have completed at least four (4) years in the Department.

## 20. VETERANS.

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

## 21. VETERANS LAW.

Except as herein before provided, the re-employment rights of Employees and probationary Employees will be limited by applicable laws and regulations.

## 22. SPECIAL LEAVE OF ABSENCE FOR VETERANS.

Employees who are in the Armed Forces Reserve of the National Guard shall use accrued vacation time if required to attend summer training.

## 23. LEAVE OF ABSENCE.

If an Employee desires a leave of absence:

(a) For less than seven (7) calendar days, the Employee will make the request to the City Manager. If the request is denied, it may be submitted to the Council.

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

(c) City will grant leave of absence for Union activity for a period of one (1) year with extensions upon request.

## 24. SICK LEAVE.

Whenever an Employee is unable to report to work due to illness, the necessary time off will be granted on request to the Commissioner of Public Safety. Employees will be eligible to collect compensation for sick leave after six (6) months service. The foregoing provision shall neither restrict nor enlarge upon the provisions of the Job Incurred Injury Policy as it relates to Workmens Compensation Benefits and/or the Retirement System established pursuant to Act 345 of P.A. of 1937 relative to total and permanent disability provided for therein.

Employees who have a cause of action for personal injury and settle out of court are obligated to return to the City of Center Line that amount of money the City paid towards their wages during their length of illness or injury and the City is subrogated to the rights of the Employee.

## 25. JOB INCURRED INJURY.

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

(a) The Employee must be eligible for and receive Workmens Compensation on account of such bodily injury.

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

(c) Any Employee suffering an injury within the meaning and definition of the paragraph shall file a report in writing relating to such injury with his Department Head on the day such injury occurs or, if physically unable to do so because of the nature of such injury, then a physician's report in writing relating to such injury shall be filed with such Department Head within one (1) week from the date of injury. The report shall be made upon the form furnished by the City of Center Line and when received by the Department Head shall be transmitted forthwith to the office of the City Manager.

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

(e) When an Employee feels that he has been aggrieved, the question of eligibility may be submitted to the City Council who shall review, reconsider, alter or terminate compensation hereunder. The decision of the City Council as to eligibility of a City Employee for disability compensation or termination of compensation under and in accordance with the provisions hereof shall be final.

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

(g) Disability compensation shall be made to such City Employee in the following manner and upon the following basis:

1. The compensation received by such Employee under the Workmens Compensation Act shall be supplemented by payment from the Employer of that amount of money necessary to equal his regular salary.

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

(i) The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Retirement System established pursuant to Act 345 of P.A. of 1937 relative to total and permanent disability provided for therein.

#### 26. FALSE ARREST INSURANCE.

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

#### 27. FUNERAL LEAVE.

(a) Five (5) days off with pay when death occurs to the wife or children.

(b) Three (3) days off with pay when death occurs to mother, father, mother-in-law, father-in-law, grandchildren, brother or sister.

(c) One (1) day off with pay when death occurs to other relatives in the immediate family.

(d) Additional time off may be granted upon approval from the Commissioner of Public Safety or the City Manager.

(e) The term "immediate family" as used in this section shall mean parents, grandparents, husband, wife, children, brothers, sisters, grandchildren, uncles and aunts of the Employee or of the Employee's spouse.

28. LONGEVITY PAY.

The basis of longevity compensation is as follows:

(a) Eligibility of an Employee shall initially commence when such Employee shall have completed five (5) full years of continuous employment on or before October 31 of any year.

(b) Continuous employment, for the purpose of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the City Manager or Council. PROVIDED, such leave of absence periods shall not be considered in the computation of years of service for longevity compensation.

(c) The compensation used as a basis for computation of longevity for Employees shall be based on a rate of the annual salary not exceeding Eight Thousand Dollars (\$8,000.00) and Nine Thousand Dollars (\$9,000.00) as of July 1, 1975 paid to such Employee on October 31, provided such Employee qualified as to length of service. Provided, that the compensation to be utilized for computation purposes of a part-time Employee entering upon full time employment shall be the average compensation received by such Employee in the previous five (5) years of employment until such time as five (5) years of full time employ-

ment is attained.

(d) The following schedule of payment shall apply:

Step	Continuous years of service on or before October 31 of each year	Percent (%) used but on base not in excess of \$8,000*
1	5 to 10	2%
2	10 to 15	4%
3	15 to 20	6%
4	20 to 25	8%
5	25 and thereafter	10%

The percentage shall not exceed ten percent (10%) nor apply to a salary in excess of Eight Thousand Dollars (\$8,000.00) and Nine Thousand Dollars (\$9,000.00\* as of July 1, 1975.

(e) Employees voluntarily leaving the employ of the Employer retiring, dismissed for cause, or deceased prior to October 31 of any year, shall not be entitled to longevity payments for the year of leaving nor for any portion thereof. There shall be no proration for a part of the year in which employment terminates for any reason.

(f) Compulsory military service time after a two (2) year period of employment will be included as continuous service time in the computation of future longevity payments, provided the Employee returns to the employ of the Employer within sixty (60) days after release from compulsory service with a branch of the U.S. Armed Forces.

(g) Longevity compensation shall be a separate and distinct annual payment to those eligible Employees but shall be considered a part of the regular compensation and as such subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State law and the regulations

and ordinances of the City of Center Line.

(h) Payments to Employees eligible on October 31 of any year shall be due on December following. The annual period covered in computation of longevity will be from November 1 of each year through and including October 31 of the following year.

29. BUSINESS DAYS.

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

30. SUPERVISORS.

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

31. HOURS OF WORK.

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

(b) Work Day. Eight (8) consecutive hours of work within a twenty-four hour (24) period beginning at midnight shall constitute the regular work day except during period of shift change or work requirements.

(c) Work Shift. All Employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting time. The practice of changing Employee's shifts on a monthly basis will continue.

(d) Work Schedule. Work schedules showing the Employee's shifts, work days and hours shall be available one (1) month in advance and posted on the department bulletin boards.

(e) Call In Time. Whenever off duty personnel are called into service, a minimum of two (2) hours compensation at the regular rate shall be paid as call in time. The two (2) hour minimum allowance shall be considered compensation for the first two (2) hours extra work performed.

32. PREMIUM PAY.

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

33. HOLIDAYS.

Employees shall receive their regular rate of pay for twelve (12) holidays to be paid in one lump sum during the month of December of each year. In lieu of said payment, Employees may elect to apply the entire twelve (12) days or full amounts thereof toward their vacation benefits. Employees shall notify the City Manager in writing of their choice as set forth by no later than December 1 of the year said lump sum payment is due.

34. VACATIONS.

The First of July shall be used as the basis for computing vacation and shall accrue as follows:

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

2. Twenty (20) days per year after six (6) years of employment and continuing at that same rate until the Employee's fifteenth (15th) anniversary of employment.

3. Twenty-five (25) days after fifteen (15) years of employment.

SEE LETTER OF AGREEMENT ON VACATIONS ATTACHED HERETO AND MADE A PART OF THIS CONTRACT.

Vacation days shall not be allowed to accumulate beyond thirty (30) days. Holidays applied towards vacation benefits shall be counted as applying against the aforesaid thirty (30) days accumulation.

35. HOSPITALIZATION, MEDICAL AND DENTAL INSURANCE.

The Employer shall provide hospitalization insurance and surgical fee benefits for qualified Employees and for their dependents to include MVF-1 with Master Medical and the Obstetrician (OB) and X-Ray (JL) Riders along with the Prescription Drug Program with a Two Dollar (\$2.00) deductible provision as provided in the contract between the Employer and Michigan Hospital Service (Blue Cross) and Michigan Medical Service (Blue Shield) by assuming the monthly premiums for each eligible Employee and his dependents.

The Employer will provide, effective July 1, 1975, dental insurance protection for the Employee and his family by assuming one hundred percent (100%) the cost of the annual premium.

If in its judgment the Employer considers it advisable in the interest of the Employees, another type of local plan or a plan insured by an insurance company or other plan selected by the Employer may be substituted for the plan currently in effect upon agreement with the Union Representative.

In addition to the above coverage, the Employer will furnish each Employee a Dread Disease Policy.

## 36. RETIREMENT.

The Employer shall continue its present retirement system established pursuant to Act 345 of P.A. of 1937.

## 37. LIFE INSURANCE.

The Employer will provide life insurance in the face amount of Twenty Thousand Dollars (\$20,000) for qualified Employees as provided in the contract between the Employer and the John Hancock Life Insurance Company by assuming the payment of the monthly premiums (plus \$20,000 for accidental death.)

If in its judgment the Employer considers it advisable in the interest of the Employees, another insurance plan or carrier may be substituted for the current one upon agreement with the Union Representative.

Upon retirement from the City of Center Line, the Employee will receive a Two Thousand Five Hundred Dollar (\$2,500) term life insurance policy and the Employer will assume the payment of the premium.

## 38. UNIFORM ALLOWANCE.

(a) The Employer will provide each Employee joining the force after the effective date of this Agreement with an initial uniform allowance of up to Three Hundred Fifty Dollars (\$350.00).

(b) All other Employees shall be given a uniform allowance of up to Three Hundred Fifty Dollars (\$350.00).

## 39. RATES OF PAY PER ANNUM. July 1, 1973 through June 30, 1974:

PATROLMAN

<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years*</u>	<u>4 Years</u>
10,218	11,557	12,142	12,753	13,403

(\*Applies to all Police Officers employed after 7/1/71.)

39-A. Re-opener.

This Agreement shall be re-opened each fiscal year for wages as outlined in Sec. 44, page 10.

#### SHIFT DIFFERENTIAL.

Effective July 1, 1975, Employees covered by this Agreement will receive Three Hundred Dollars (\$300.00) for shift differential payable in one lump sum on July 1st of each year.

#### 40. RATES FOR NEW JOBS WITHIN THE BARGAINING UNIT.

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

#### 41. UNION BULLETIN BOARD.

(a) The Employer will provide adequate space on the Police squad room bulletin board which may be used by the Union for posting notices of the following type:

1. Notices of recreational and social events.
2. Notices of Union elections.
3. Notices of results of Union elections.
4. Notices of Union meetings.

(b) A copy of notices will be forwarded to the Employer upon request.

#### 42. LOCKERS.

The Employer shall provide lockers of a proper size to store personal equipment normally used in connection with police duty of individual police officers.

#### 43. EMPLOYER RIGHTS.

The right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency of Employees is the sole responsibility of the Employer except that Union members shall not

be discriminated against as such. In addition, the services to be performed and means of providing services are the responsibility of the Employer.

44. TERMINATION.

This Agreement shall remain in full force and effect until midnight, June 30, 1976 and shall thereafter be continued in full force and effect from year to year after June 30, 1976 unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice, a conference shall be arranged for within thirty (30) days. This provision shall not be interpreted to require a meeting prior to sixty (60) days before the expiration date of this Agreement.

The Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the Collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date referred to above.

CITY OF CENTER LINE

By

Peter J. Tranchida

Peter J. Tranchida  
Mayor

By

John R. Crawford

John R. Crawford  
City Manager/Clerk

METROPOLITAN COUNCIL NO. 23  
AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO & ITS LOCAL 1277

By

Ralph A. Liberato

Pres & Dir  
(Name and Title)

By

Richard J. Helwig

Vice-Pres chapter 1277  
(Name and Title)

LETTER OF AGREEMENT

FOUR (4) YEAR MORATORIUM ON VACATIONS  
SECTION 34

In consideration of an additional four (4) vacation days received by Local 1277 through contract negotiations in the 1972/73 Police Department Staff Officers Contract, we, the membership of Local 1277, have agreed not to request further consideration of either Vacations or Compensatory Time Off for the ensuing four (4) years commencing July 1, 1972.

CITY OF CENTER LINE

METROPOLITAN COUNCIL NO. 23  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO AND ITS LOCAL 1277

By *Peter J. Tranchida*  
Peter J. Tranchida  
Mayor

By *Ralph A. Liberato*  
*Pres. Dir. Council # 23*  
(Name and Title)

By *John R. Crawford*  
John R. Crawford  
City Manager/Clerk

By *Lindow Hebert*  
*Vice Pres Local 1277*  
(Name and Title)



## MUNICIPAL OFFICES

Peter J. Tranchida  
Mayor

John R. Crawford  
City Manager - Clerk

ii

October 16, 1973

Locals 1277 and 1917  
Metropolitan Council #23  
AFSCME  
Center Line Police Department

Gentlemen:

At our meeting on October 15, 1973, we had for consideration the award of bid for four 1974 model police cars. Commissioner Grobbel and the City Manager presented Council with their review and tabulation of the bids received to include, as optional equipment, factory installed air conditioning and related equipment (tinted glass, tires, etc.)

The City Manager, in his recommendation that the City Council consider awarding the low bid to include the optional equipment, advised that on a trial basis we would be able to determine through actual experience the total cost involved. Factors to be considered include the increased cost of maintenance and fuel consumption and the possible recovery of a portion of the cost in the trade-in allowance of the vehicles equipped with air conditioning.

As this is a new employee benefit for police officers, it must be specifically understood that the authorization on the part of Council for the acquisition of these cars with the optional equipment is on a trial basis for the period of one year. Determination at that time as to whether to continue to purchase air conditioned police vehicles will be solely at the discretion of the City Council based on the information obtained through the trial basis and should not be construed to mean that any future decision on the part of Council would be an effort to deprive the employees of the benefits enjoyed through this optional equipment.

On behalf of the City Council,

  
PETER J. TRANCHIDA,  
Mayor

7550 TEN MILE ROAD CENTER LINE MICHIGAN 48015 313-757 6800

39. RATES OF PAY PER ANNUM. The following rates of pay will be effective from July 1, 1974 through June 30, 1975:

PATROLMAN

<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years*</u>	<u>4 years</u>
10,998	12,441	13,078	13,741	14,430

The following rates of pay will be effective from July 1, 1975 through June 30, 1976:

<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years*</u>	<u>4 years</u>
11,557	13,078	13,741	14,430	15,171

(\*Applies to all Police Officers employed after 7/1/71.)

39 (a). COST OF LIVING ALLOWANCE.

Beginning July 1, 1974, a cost of living allowance will be determined in accordance with changes in the Consumer Index (all cities, single workers included, 1957-59=100) published by the Bureau of Labor Statistics, U.S. Department of Labor and herein-after referred to as the "Index."

Beginning with the Index for July, 1974, as base, the cost of living allowance will be adjusted up or down as shown by the Index for September, December, March and June. Payment will be made in a lump sum on the first payroll after the Index for these months becomes available. The amount of adjustment of the cost of living allowance for any quarterly period shall be one cent (1¢) per hour based on a 2,080 hour work year for each 0.4 change in the Index. In no event will a decline in the Index below that of July, 1974 provide for the basis of a reduction in wage scale. The amount of any cost of living allowance in effect shall be included in computing vacation and holiday pay. Cost of living will revert to zero (0) base each year.

No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any base month.

IN WITNESS WHEREOF the parties have caused this instrument to be executed on the date referred to above.

METROPOLITAN COUNCIL NO. 23  
AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO and its LOCAL 1277

CITY OF CENTER LINE

By Peter J. Tranchida

its Mayor

By John R. Crawford

its City Manager

By Herward J. Draft

its Staff Rep.

By Leslow J. Whit

its Local Vice Pres