

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,
Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

**CITY OF DETROIT’S OBJECTION TO CLAIM NUMBER 1862 FILED BY
DETROIT POLICE OFFICERS’ ASSOCIATION**

The City of Detroit (“City”) objects to claim number 1862 (“Claim No. 1862”) filed by the Detroit Police Officers’ Association (“Objection”), stating as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Objection and the resulting contested matter under 28 U.S.C. §§ 157 and 1334 and Article VII, Section A of the Plan (defined below). This is a core proceeding under 28 U.S.C. § 157(b). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

BACKGROUND FACTS

2. On February 20, 2014, the Detroit Police Officers’ Association (“DPOA”) filed Claim 1862 in an unliquidated amount based on two general sets of claims and six lawsuits or appeals.¹ Claim 1862 is attached as **Exhibit 4**.

¹ The six lawsuits are: Wayne County Circuit Court case numbers 12-010859-CL and 13-004974-CL; Michigan Court of Appeals case numbers 312439 and 315299; Wayne County Court of Claims case number 12-000080-MK; and MERC case number D12-D0354.



3. The first claim generally relates to the imposition by the City of what are referred to as the “City Employment Terms” and identifies several causes of action related thereto including (a) the constitutionality of Public Act 4, (b) the enforcement and applicability of compulsory arbitration of labor disputes in the police and fire departments, (c) the enforceability of the City employment terms post the referendum of Public Act 4; and (d) the entitlement to back pay and other financial remuneration (collectively, the “CET Claim”). Claim 1862, p. 3. The CET Claim lists the following lawsuits and appeals as relevant: “Detroit Police Officers’ Association v. City of Detroit, Court of Claims (Wayne County) Case Nos. 12-010859 and 12-000080-MK, and Michigan Court of Appeals Case Nos. 312439 and 315299.”² *Id.* These lawsuits are closed and the DPOA is no longer pursuing this claim against the City. *See* **Exhibit 8**, Docket Sheets. As such, the CET Claim should be disallowed and expunged.

4. The second claim “results from a complaint for judicial review of part of an Act 312 arbitration award which was issued on March 13, 2013, and in particular involves the City’s challenge to a 5% wage increase for DPOA members which was to take effect January 1, 2014.” This second claim is referred to as the “Wage Claim.” Claim 1862, p. 3. The Wage Claim identifies Wayne County

² Case number 12-010859 is actually a Wayne County Circuit Court case.

Circuit Court case number 13-004974-CL and Michigan Employment Relations Commission (“MERC”) case number D12-D0354 (“MERC Case”).

5. On or about June 22, 2012, the DPOA filed a petition (“Petition”) under 1969 P.A. 312, M.C.L. § 423.231, as amended (“Act 312”), with MERC. **Exhibit 6**, Complaint ¶ 7. The Petition was held in abeyance as a result of M.C.L. §§ 141.1501-1531 (“PA 4”). Complaint ¶ 7.

6. On June 30, 2012, the labor contract between the City and the DPOA expired. **Exhibit 5**, Roumell Award, p. 2. Faced with several years of expenditures exceeding revenues, the City took aggressive steps to address its financial distress. One such step was implementing revised City Employment Terms (“CETs”) for non-union employees and union employees under expired collective bargaining agreements. *Declaration of Kevyn D. Orr in Support of City of Detroit, Michigan’s Statement of Qualifications Pursuant to Section 109(c) of the Bankruptcy Code*, p. 10, ¶14 [Doc. No. 11] (“Orr Declaration”). Among other things, the CETs provided for: (a) wage reductions; (b) caps/reductions on vacation/holiday pay/overtime/sick days; (c) the reduction of pension multipliers; and (d) changes to healthcare coverage. Orr Declaration, pp. 46-47, ¶ 66.

7. On July 18, 2012, the City instituted the CETs with the DPOA. Roumell Award, p. 2. The CETs included a 10% wage cut for police officers in the DPOA. Roumell Award, p. 3; Complaint ¶ 9.

8. Upon the suspension of PA 4³ on or about August 3, 2012, MERC began to process the Petition. *See* Complaint ¶ 10.

9. There were 146 issues in dispute in the MERC Case, including the 10% wage cut. Roumell Award, pp. 2-3.

10. On March 25, 2013, the arbitration panel in the MERC Case issued the *Panel's Findings, Opinion and Order* ("Roumell Award"). The Roumell Award is attached as **Exhibit 5**. With respect to the 10% wage cut, the Roumell Award provided for a 5% restoration effective January 1, 2014. Roumell Award, pp. 106-07.

11. On April 15, 2013, the City filed its *Complaint for Judicial Review of Part of an Act 312 Arbitration Award* ("Complaint") in the Wayne County Circuit Court, case number 13-004974.⁴ The Complaint is attached as **Exhibit 6**.

³ The history of PA 4 dates back to 1990 when the Michigan Legislature enacted PA 72. PA 72 allowed the State to intervene with respect to municipalities facing financial crises by appointing an emergency manager to assume many of the powers ordinarily held by local elected officials. Effective on March 16, 2011, the Legislature enacted PA 4 which repealed PA 72. However, a referendum on PA 4 was initiated. Under Michigan Attorney General opinion number 7267, dated August 6, 2012, PA 4 was suspended when the state Board of Canvassers certified the referendum. Michigan voters later rejected PA 4 on November 5, 2012, reviving PA 72. On December 27, 2012, Public Act 436 of 2012 (the Local Financial Stability and Choice Act, M.C.L. §§ 141.1541-141.1575, "PA 436") was passed. Kevyn Orr took office as the City emergency financial manager under PA 72 on March 25, 2013. When PA 436 became effective on March 28, 2013, PA 72 was repealed and Kevyn Orr became City emergency manager under PA 436.

⁴ This action was stayed by the filing of the City's bankruptcy case and later administratively closed. Ex. 9, docket sheet of case number 13-004974.

12. As set forth in the Complaint, the Roumell Award should be vacated because the arbitration panel did not adopt the last offer of either party in violation of M.C.L. § 423.238. Complaint, p. 4. Instead of selecting the last offer of the DPOA (elimination of the 10% wage decrease) or the City (no wage increase), the Roumell Award provided for a 5% increase. This decision violated Michigan law.

13. The Complaint further asserted that the Roumell Award should be vacated for the additional reason that it failed to accord the “ability to pay” factor the most significance as required by M.C.L. § 423.239⁵ in rendering its wage award. Complaint, pp. 4-5.

14. On July 18, 2013 (“Petition Date”), the City filed a petition for relief in this Court.

15. The automatic stay that came into effect under Bankruptcy Code section 362 prevented the 5% restoration from taking effect.

16. Instead, the DPOA and the City negotiated a new Master Agreement (“Master Agreement”) which was signed in October 2014. The Master Agreement is attached as **Exhibit 7**. Section 40 of the Master Agreement provides for an 8% wage increase effective from the first payroll period after ratification of the Master Agreement. Master Agreement, p. 63. It also provided for 2.5% wage increases

⁵ The Complaint has a typographical error, listing this as “M.C.L. 243.239.”

effective July 1 of 2016, 2017, and 2018. After describing the wage increases, section 40 provides that:

In addition to the foregoing, DPOA members shall receive their pro rata share of the lump sum payments described in Section 5 of the July 8, 2014 Term Sheet between the DPOA and the City of Detroit. **In all other respects, this wage provision supersedes any prior agreement or term sheet between the parties.**

Master Agreement, p. 63 (emphasis added).

17. On October 22, 2014, the City filed its *Eighth Amended Plan of the Adjustment of Debts of the City of Detroit (October 22, 2014)* [Doc. No. 8045] (“Plan”), which the Court confirmed with slight modifications by order entered on November 12, 2014 [Doc. No. 8272] (“Confirmation Order”).

18. The Plan lists the Master Agreement as item number 24 on Exhibit II.D.5, Schedule of Postpetition Collective Bargaining Agreements.

19. Article II, Part D, Section 5 of the Plan states that collective bargaining agreements listed on Exhibit II.D.5 survive confirmation of the Plan, remain unaffected by the Confirmation Order, and will be performed in the ordinary course of the City’s business. Plan, p. 46

ARGUMENT

20. Bankruptcy Code section 502(b)(1) provides

Except as provided in subsections (e)(2), (f), (g), (h) and (i) of this section, if such objection to a claim is made, the court, after notice and a hearing, shall determine the

amount of such claim in lawful currency of the United States as of the date of the filing of the petition, and shall allow such claim in such amount, except to the extent that—

- (1) such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured;

11 U.S.C. § 502(b)(1).

21. Claim 1862 should be disallowed and expunged because it is unenforceable against the City under applicable law.

22. The CET Claim fails because all of the lawsuits underlying it have been closed.

23. The Wage Claim also fails for at least two reasons. First, the Roumell Award never took effect because of the automatic stay that came into effect with the City's bankruptcy filing. It was then superseded by the Master Agreement. Second, the Roumell Award violated Michigan law because the option chosen by the arbitration panel did not adopt the last offer of either party in violation of M.C.L. § 423.238.

The Roumell Award Was Stayed, Then Superseded

24. Bankruptcy Code section 362(a)(1) provides

Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title [. . .] operates as a stay, applicable to all entities, of—

- (1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was [. . .] commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title[.]

11 U.S.C. § 362(a)(1).

25. The Petition under Act 312 was a “judicial, administrative, or other action or proceeding against the” City, as stated in section 362(a)(1). Thus further actions related to the Petition were stayed upon the City’s filing for bankruptcy protection.

26. The City’s appeal of the Roumell Award was also stayed by the City’s filing for bankruptcy protection. *E.g., Cathey v. Johns-Manville Sales Corporation, et al.*, 711 F.2d 60, 62 (6th Cir. 1983) (automatic stay applies to appeals taken by debtor prior to the filing of a bankruptcy petition); *In re Iezzi*, 504 B.R. 777, 783-84 (Bankr. E.D. Pa. 2014) (“The automatic stay stays all appeals in proceedings that were originally brought against the debtor, regardless of whether the debtor is the appellant or appellee. Stated slightly differently, if an action would be stayed in the trial court, it is stayed on appeal.”) (citations, alterations, and internal quotation marks omitted).

27. DPOA never sought to have the stay modified or vacated in order to proceed with the Complaint at any time during the bankruptcy case.

28. Thus, the Roumell Award did not take effect on January 1, 2014.

29. Before the City confirmed its Plan, the City and the DPOA reached agreement on the Master Agreement. The Master Agreement superseded any prior wage terms. Master Agreement, p. 63. It contains no provisions for retroactively implementing wage increases.

30. For these reasons, the Roumell Award was superseded before it could take effect and DPOA has no claim under the Roumell Award.

The Roumell Award Violated Michigan Law

31. In an Act 312 arbitration, the arbitration panel is required to base its findings, opinions and order upon the factors identified in M.C.L. § 423.239. Of these, the arbitration panel must give most significance to the financial ability of the unit of government to pay. M.C.L. § 423.239; Roumell Award, pp. 13-14.

32. Further, with respect to each economic issue, including the 10% wage cut, each party is required to submit to the arbitration panel its last offer of settlement before the beginning of the hearing. *See* M.C.L. § 423.238 (“The arbitration panel shall identify the economic issues in dispute and direct each of the parties to submit to the arbitration panel and to each other its last offer of settlement on each economic issue before the beginning of the hearing.”)

33. Michigan law also requires that each party submit its last offer of settlement before the hearing because, when issuing its decision, the arbitration

panel must “adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9.”⁶ M.C.L. § 423.238. Under the law, there is no opportunity for an arbitration panel to impose a different solution than one proposed by the parties to the arbitration.

34. Under M.C.L. § 423.242, orders of an arbitration panel are reviewable by the circuit court for the county in which the dispute arose. The circuit court may review whether the arbitration panel was without or exceeded its jurisdiction or whether its order was unsupported by competent, material and substantial evidence on the whole record. *Id.*

35. As set forth in the Roumell Award, the last offer of settlement submitted by the DPOA on the 10% wage cut issue provided that, effective January 1, 2013, the 10% wage reduction would be restored for the remaining term of the two year labor contract. Complaint ¶14; Roumell award, pp. 101-02. The last offer of settlement submitted by the City on the 10% wage cut provided that if the arbitration panel determined that there would be a two year collective bargaining agreement (July 1, 2012, to June 30, 2014), there would be no wage increase from the wage rates in existence under the CETs. Complaint ¶ 13, Roumell Award, pp. 98-102. In short, the 10% wage cut would remain intact.

⁶ M.C.L. § 423.239.

36. The arbitration panel did not, however, select either the last offer of the City (0%) or the DPOA (10%). Instead, the arbitration panel awarded a 5% restoration effective January 1, 2014. Roumell Award, pp. 106-07. As a result, this decision violated M.C.L. § 423.238 and it should be vacated on this basis alone.

37. Further, the Roumell Award should be vacated for the additional (although unnecessary) reason that it failed to accord the ability to pay factor the most significance as required by M.C.L. § 423.239 in rendering its wage award. Complaint, pp. 4-5.

38. With respect to ability to pay, the arbitration panel asserted that there could be funds to pay for a 5% restoration because “the Emergency Manager has nine months to reorganize the Department to bring efficiencies to the Department, including controlling overtime.” Roumell Award, p. 108. With respect to overtime, the arbitration panel wrote “there are provisions to work out, including 12 hour shifts and perhaps an arrangement of a dual eight hour/12 hour program which can eliminate, according to the Department, substantial overtime.” Roumell Award, p. 108. It also wrote that the City could save money if it adopted “the techniques used in the suburban courts and departments where a supervisor can conduct pre-trials and arrange for pleas from citizens to avoid having Officers appear in court.” Roumell Award, p. 107-08. The arbitration panel also

commented that the City could save money to pay for the wage restoration by not having uniformed officers sitting behind counters issuing licenses when this work could be done by civilian officers. Roumell Award, pp. 109-10.

39. The arbitration panel's decision on the City's financial ability to pay missed the mark entirely. Offering a few helpful suggestions on where the City could cut police expenses ignores the reality of the challenges faced by the City.

40. As has been emphasized by this Court, the City had financially run out of time when it filed for bankruptcy in July 2013. At that time, the City's debt was estimated at \$18,000,000,000. *Opinion Regarding Eligibility* ("Opinion," Doc. No. 1945), p. 14.⁷ The City "was spending much more money than it was receiving, and only making up the difference through expensive and even catastrophic borrowings." *Id.* at 106. It "was operating on a 'razor's edge'" *Id.* For example, in May 2013, the City defaulted on approximately \$54,000,000 in pension contributions. *Id.* It also "stopped paying its trade creditors to avoid running out of cash." *Id.* at 107. The next month, it deferred a \$5,000,000 fiscal year end payment on its pension obligations and also did not make a scheduled \$39,700,000 payment on its "Certificates of Participation" or "COPs." *Id.* at 106. "But for these and other deferments, the City would have completely run out of cash by the end of 2013." *Id.* at 107.

⁷ Also available at *In re City of Detroit, Mich.*, 504 B.R. 97, 113 (Bankr. E.D. Mich. 2013).

41. The overwhelming debt load carried consequences. The City could not properly invest in its police force, resulting in priority one response times of over five times the national average of 11 minutes. *Id.*, p. 21. Its fire-fighting abilities were similarly compromised, and frequently only one third of its ambulances were operational. *Id.* Two thirds of the City's parks closed in 2009, and half of the remainder were to close in 2013. *Id.*, p. 22. The Bankruptcy Court observed

The evidence before the Court establishes that for decades, however, the City of Detroit has experienced dwindling population, employment, and revenues. This has led to decaying infrastructure, excessive borrowing, mounting crime rates, spreading blight, and a deteriorating quality of life.

The City no longer has the resources to provide its residents with the basic police, fire and emergency medical services that its residents need for their basic health and safety.

Id., p. 5. The Court termed this condition “service insolvency.” *Id.* at 108.

42. Under these circumstances, the idea that the City could have found resources to increase police wages lacks credibility. The City could not even afford the wages it was paying at the time. Chief Craig's testimony convinced the Court of this fact.

Most powerfully, however, the testimony of Chief Craig established that the City was in a state of “service delivery insolvency” as of July 18, 2013, and will

continue to be for the foreseeable future. He testified that the conditions in the local precincts were “deplorable.” “If I just might summarize it in a very short way, that everything is broken, deplorable conditions, crime is extremely high, morale is low, the absence of leadership.” He described the City as “extremely violent,” based on the high rate of violent crime and the low rate of “clearance” of violent crimes. He stated that the officers’ low morale is due, at least in part, to “the fact that they had lost ten percent pay; that they were forced into a 12-hour work schedule,” and because there was an inadequate number of patrolling officers, and their facilities, equipment and vehicles were in various states of disrepair and obsolescence.

Id. at 107 (citations omitted). “Indeed, while the City’s tumbling credit rating, its utter lack of liquidity, and the disastrous COPs and swaps deal might more neatly establish the City’s ‘insolvency’ under 11 U.S.C. § 101(32)(C), it is the City’s service delivery insolvency that the Court finds most strikingly disturbing in this case.” *Id.* at 108. Under the circumstances, it is simply inconceivable that the City could have mustered cash to increase police officer pay.

43. Consequently, the City respectfully requests that Claim No. 1862 be disallowed and expunged for the reasons set forth above.

RESERVATION OF RIGHTS

44. The City files this Objection without prejudice to or waiver of its rights under section 904 of the Bankruptcy Code, and nothing herein is intended to constitute, constitutes, or may be deemed to constitute the City’s consent, under section 904 of the Bankruptcy Code, to the Court’s interference with (a) any of the

political or governmental powers of the City, (b) the property or revenues of the City, or (c) the City's use or enjoyment of any income-producing property.

45. The City expressly reserves the right to amend, modify, or supplement this Objection. Should the Court dismiss or overrule one or more grounds of objection stated in this Objection, the City reserves its right to object to the Claim on other procedural and substantive grounds, and on the merits of the underlying claim. The City also expressly reserves any and all rights, claims, defenses, and objections it may have against DPOA in any of the lawsuits named in this Objection.

NOTICE

46. The City has provided notice of this Objection to DPOA's attorney. In light of the nature of the relief requested, the City respectfully submits that no other or further notice of the relief requested in this Objection need be given.

NO PRIOR REQUEST

47. No previous request for the relief requested herein has been made to this or any other court.

WHEREFORE, the City respectfully asks this Court to enter an order, substantially in the form attached as Exhibit 1, granting the relief requested in this Objection and further relief as this Court may deem just and proper.

Dated: October 29, 2019

Respectfully submitted,

By: /s/ Marc N. Swanson

Jonathan S. Green (P33140)

Marc N. Swanson (P71149)

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ATTORNEYS FOR THE CITY OF DETROIT

EXHIBIT LIST

- | | |
|-----------|---------------------------------------|
| Exhibit 1 | Proposed Order |
| Exhibit 2 | Notice |
| Exhibit 3 | Certificate of Service |
| Exhibit 4 | Claim No. 1862 |
| Exhibit 5 | Roumell Award |
| Exhibit 6 | Complaint |
| Exhibit 7 | Master Agreement |
| Exhibit 8 | CET Claim Docket Sheets |
| Exhibit 9 | Docket Sheet of Case Number 13-004974 |

EXHIBIT 1: PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

**ORDER SUSTAINING CITY OF DETROIT’S OBJECTION TO CLAIM
NUMBER 1862 FILED BY DETROIT POLICE OFFICERS’
ASSOCIATION**

Upon review of the *City of Detroit’s Objection to Claim Number 1862 Filed by Detroit Police Officers’ Association* (“Objection”),⁸ seeking entry of an order disallowing and expunging Claim No. 1862; and it appearing that this Court has jurisdiction over the Objection under 28 U.S.C. §§ 157 and 1334 and Article VII of the Plan; and the Court finding that this is a core proceeding under 28 U.S.C. § 157(b)(2); and the Court finding that venue of this proceeding and the Objection in this District is proper under 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Objection is in the best interests of the City and its creditors; and due and proper notice of the Objection having been given as provided in the Objection; and it appearing that no other or further notice of the Objection need be given; and any objections or other responses to the Objection

⁸ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Objection.

having been overruled or withdrawn; and the Court finding that the legal and factual bases set forth in the Objection and at the hearing establish just cause for the relief granted; and after due deliberation and good and sufficient cause appearing therefore;

IT IS ORDERED that:

1. The Objection is sustained.
2. Claim No. 1862 filed by Detroit Police Officers' Association is disallowed and expunged in its entirety.
3. The City's claims agent is authorized to update the claims register to reflect the relief granted in this Order.
4. The City is authorized to take all actions necessary to effectuate the relief granted under this Order in accordance with the Objection.
5. Notice of the Objection as provided therein is good and sufficient notice of such objection, and the requirements of Bankruptcy Rule 3007(a) and the local rules of the Court are satisfied by such notice.

EXHIBIT 2: NOTICE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

**NOTICE OF THE CITY OF DETROIT'S OBJECTION TO 1862 FILED BY
DETROIT POLICE OFFICERS' ASSOCIATION**

PLEASE TAKE NOTICE THAT the City of Detroit ("City") has filed an objection to claim number 1862 ("Claim") filed by Detroit Police Officers' Association because there is no basis for liability on the part of the City because the claim is unenforceable against the City under applicable law ("Objection").

If you do not want the court to change your Claim, or grant the relief requested in the Objection, then on or before **December 11, 2019**, you or your lawyer must:

1. File with the court, at the address below, a written response to the objection. Unless a written response is filed and served by the date specified, the court may decide that you do not oppose the objection to your claim.

Clerk of the Court
United States Bankruptcy Court
211 W. Fort Street, Suite 2100
Detroit, MI 48226

If you mail your response to the Court for filing, you must mail it early enough so that the Court will **receive** it on or before the date stated above. All attorneys are required to file pleadings electronically.

2. A copy of your response must also be mailed to counsel for the City:

Marc N. Swanson
Miller, Canfield, Paddock and Stone, PLC
150 West Jefferson Ave., Ste. 2500
Detroit, MI 48226

3. You must also attend the hearing on the objection scheduled to be held on **December 18, 2019** at 1:30 p.m. in Courtroom 1925, 211 W. Fort Street, Detroit, MI 48226 unless your attendance is excused by mutual agreement between yourself and the objector's attorney.

If you or your attorney do not take these steps, the court may decide that you do not oppose the objection to your claim, in which event the hearing will be canceled and the objection sustained.

MILLER, CANFIELD, PADDOCK AND
STONE, P.L.C.

By: /s/ Marc N. Swanson
Marc N. Swanson (P71149)
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
Telephone: (313) 496-7591
Facsimile: (313) 496-8451
swansonm@millercanfield.com

Dated: Dated: October 29, 2019

EXHIBIT 3: CERTIFICATE OF SERVICE

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Bankruptcy Case No. 13-53846

Judge Thomas J. Tucker

Chapter 9

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 29, 2019, he electronically filed the foregoing *City of Detroit's Objection to Claim Number 1862 Filed by Detroit Police Officers' Association* ("Objection") with the Clerk of the Court which will provide notice of the filing to all ECF participants registered in this case. A copy of the Objection was also served upon the following, via first class mail, on the same date:

Julie Beth Teicher
Erman, Teicher, Zucker & Freedman, P.C.
400 Galleria Officentre, Suite 444
Southfield MI 48034

By: /s/ Marc N. Swanson

Marc N. Swanson
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Facsimile: (313) 496-8451
swansonm@millercanfield.com

Dated: October 29, 2019

EXHIBIT 4: CLAIM NO. 1862

B10 (Official Form 10) (04/13) (Modified)

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT of MICHIGAN		CHAPTER 9 PROOF OF CLAIM <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-size: 1.2em; font-weight: bold; margin: 10px 0;">FEB 20 2014</div> <div style="font-size: 0.8em; font-weight: bold; margin: 10px 0;">COURT USE ONLY</div> <div style="font-size: 0.8em;"> Check this box if this claim amends a previously filed claim. <input type="checkbox"/> </div> <div style="font-size: 0.8em;"> US Bankruptcy Court MI Eastern District Court Claim Number: _____ (If known) </div> <div style="font-size: 0.8em;"> Filed on: _____ </div> <div style="font-size: 0.8em;"> <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. </div>
Name of Debtor: City of Detroit, Michigan		Case Number: 13-53846
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Detroit Police Officers' Association ("DPOA")		
Name and address where notices should be sent: Julie Beth Teicher Erman, Teicher, Zucker & Freedman, P.C. 400 Galleria Officentre, Suite 444 Southfield, MI 48034 Telephone number: 248/827-4100 email: jteicher@erman-teicher.com		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED FEB 24 2014 </div> <div style="margin-top: 5px;">KURTZMAN CARSON CONSULTANTS</div>
Name and address where payment should be sent (if different from above): James M. Moore Gregory, Moore, Jeakle & Brooks, P.C. 65 Cadillac Square, #3727, Detroit, MI 48226-2843 Telephone number: 313/964-5600 email: jim@unionlaw.net		
1. Amount of Claim as of Date Case Filed: \$ <u>Amount of claim is presently unliquidated.</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Claims related to pending lawsuits where DPOA is a party (see attached).</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
5. Amount of Claim Entitled to Priority as an Administrative Expense under 11 U.S.C. §§ 503(b)(9) and 507(a)(2). \$ _____		
5b. Amount of Claim Otherwise Entitled to Priority. Specify Applicable Section of 11 U.S.C. § _____ \$ _____		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		
7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. The underlying documents relative to this claim are in the City's possession. If the documents are not available, please explain:		
8. Signature: (See instruction # 8) Check the appropriate box. <input type="checkbox"/> I am the creditor. <input checked="" type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) (See Bankruptcy Rule 3004.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>Julie Beth Teicher</u> Title: <u>Attorney and Authorized Agent</u> Company: <u>Erman, Teicher, et al</u> Address and telephone number (if different from notice address above): _____ Telephone number: _____ email: _____		

DPOA PROOF OF CLAIM ATTACHMENT

Pursuant to the Order, Pursuant to Sections 105, 501 and 503 of the Bankruptcy Code and Bankruptcy Rules 2002 and 3003(c), Establishing Bar Dates for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof [Doc. No. 1782] (the “Bar Date Order”), the DPOA is authorized to file this Proof of Claim on behalf of its members. The DPOA and its members are referred to hereinafter as “Claimants” or any individual as a “Claimant”.

This Proof of Claim and Attachment are filed to preserve the rights of Claimants. The filing of this Proof of claim is not intended to be, and should not be construed as:

- 1) An election of remedies;
- 2) A waiver of any past, present or future defaults by the City or any third party;
- 3) A waiver of Claimants’ claims against any other parties liable to Claimants;
- 4) A waiver or limitation of any rights, claims or defenses of Claimants, including, but not limited to, the right to challenge the Court’s jurisdiction to hear disputes arising out of the claims set forth in this Proof of Claim or to make any motion to have such dispute resolved in a forum other than the Court;
- 5) A waiver of Claimants’ rights to amend this Proof of Claim for any purpose;
- 6) A limitation on the number or type of claims filed by Claimants.

The filing of this Proof of Claim is not intended to and should not be construed to be a consent to or submission to the jurisdiction of the Court for any reason. Claimant has challenged the City’s eligibility for relief under chapter 9 of the Bankruptcy Code. Claimant has appealed the Court’s Opinion Regarding Eligibility dated December 5, 2013 [Doc. No. 1945] (the “Eligibility Opinion”) and the Order for Relief dated December 5, 2013 [Doc. No. 1946] and moved for certification for direct appeal to the United States Court of Appeals for the Sixth Circuit pursuant to 29 U.S.C. §158(d)(2) and Fed. R. Bankr. Pro. 8001(f). The filing of this Proof of Claim is not a waiver of Claimants’ continuing challenge to the eligibility of the City.

Pursuant to the Bar Date Order, individual members of the DPOA have the right to file a Proof of Claim on their own behalf.

EXHIBIT 1 TO DPOA PROOF OF CLAIM
CLAIMS RELATED TO PENDING LAWSUITS

Attached hereto is a list of Claims related to pending lawsuits as of the Chapter 9 petition date. Claimant has made a diligent search of available information to compile the list attached hereto. Claimant reserves the right to amend this Proof of Claim in the event additional pre-petition pending lawsuit Claims are discovered or brought to its attention. In accordance with the Claims Bar Date Order, the filing of this Proof of Claim is without prejudice to the rights of individual DPOA members to assert claims on their own behalf.

The underlying documents in support of each particular Lawsuit are in the City's possession.

Exhibit 1A—Pending Lawsuits where the DPOA is a Party

Exhibit 1 A—Pending Lawsuits where the DPOA is a Party

All claims of the DPOA arising or resulting from the following proceedings:

1. Detroit Police Officers' Association v. City of Detroit, Court of Claims (Wayne County) Case Nos. 12-010859 and 12-000080-MK, and Michigan Court of Appeals Case Nos. 312439 and 315299.

These are consolidated cases which are currently pending before the Michigan court of Appeals. These proceedings include, but are not limited to, the following causes of action:

- The constitutionality of Public Act 4
 - The enforcement and applicability of compulsory arbitration of labor disputes in police and fire departments
 - The enforceability of the City Employment Terms post the referendum on PA 4.
 - Entitlement to back pay and other financial remuneration.
 - At present, the dollar amount of the claim based on this matter cannot be quantified, and this claim is presently filed as unliquidated.
2. City of Detroit v. Detroit Police Officers' Association, MERC Case No. D12-D0354, Wayne County Circuit Court Case No. 13-004974-CL

This case results from a complaint for judicial review of part of an Act 312 arbitration award which was issued on March 13, 2013, and in particular involves the City's challenge to a 5% wage increase for DPOA members which was to take effect January 1, 2014. In addition to the wage increase, other aspects of compensation, such as healthcare, pension, overtime, vacation pay, longevity pay, and other benefits may be at issue.

EXHIBIT 5: ROUMELL AWARD

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312, PUBLIC ACTS OF 1969 AS AMENDED

In the Matter of:

CITY OF DETROIT

-and-

MERC Case No. D12 D-0354

DETROIT POLICE OFFICERS
ASSOCIATION

PANEL'S FINDINGS, OPINION AND ORDERS

George T. Roumell, Jr., Chairman
Craig Schwartz, Esq., Employer (City) Designee
Theodore Iorio, Esq., Union (DPOA) Designee

APPEARANCES:

FOR THE CITY OF DETROIT:

FOR DETROIT POLICE OFFICERS
ASSOCIATION:

Malcolm D. Brown, Attorney

Donato Iorio, Attorney

Prologue

This Act 312 proceeding between the Detroit Police Officers Association (DPOA), who represents approximately 2,000 Police Officers in the City of Detroit, and the City of Detroit (City), began with the filing of an Act 312 Petition by the DPOA on June 22, 2012. After legal and political issues concerning P.A. 4 and the duty to bargain were resolved, the Chairman was appointed as the Arbitrator in this matter on August 23, 2012. After numerous meetings with the Chairman, Last Best Offers were exchanged by the parties on October 3, 2012. Opening statements were made by the parties on November 5, 2012 and hearings were held on November 16, 19 and 29, 2012, December 12, 13, 18, 2012 and on January 8, 11 and 12, 2013.

Following the City's presentation on financial ability, the DPOA presented John Bibish, along with comments of its attorney, Donato Iorio, concerning the City's financial ability at the January 12, 2013 hearing. In order to expedite the proceedings, the Chairman, with the consent of the Panel Members, in lieu of scheduling a subsequent hearing date, stated that the City should file a written response to the DPOA's January 12, 2013 financial ability presentation, which the City did on February 1, 2013, and amplified its response in its post-hearing brief.

The Chairman, pursuant to the request of the DPOA, made an Interim Award on most aspects of the health care issues and the parties filed briefs on the remaining issues on January 25, 2013. A decision on the remaining health care issues is still pending before the Chairman. After the Chairman makes a ruling on the remaining health care issues, the parties are to submit their final health care contract language to the Chairman and a meeting or telephone conference will be held regarding the contract language.

Post-hearing briefs were filed by the parties on all non-health care issues with the last brief being filed February 15, 2013.

Between the issues presented by the City and the DPOA, there are 146 issues in dispute. The issues will be listed when discussed by the Panel rather than separately at this point.

This is the Findings, Opinion and Award pursuant to Act 312 of Public Acts of 1969, as amended, based on the Petition filed by the Detroit Police Officers Association. Subsequent to the June 30, 2012 expiration of the Master Agreement between the City of Detroit and the Detroit Police Officers Association, on July 18, 2012 the City instituted the City Employment Terms (CET) with the Detroit Police Officers Association essentially stripping the previous terms of the expired Master Agreement, which represented 40 years of negotiations.

In doing so, even though apparently the City was acting pursuant to Public Act 4 of

Public Acts of 2011 and the Consent Agreement with the State, no attempt was made after March 2012 to negotiate even though the City had previously negotiated a Tentative Agreement with the DPOA dated February 9, 2012 which had the goal of saving approximately \$6 million annually. The CET, for example, paid attention unnecessarily to such minor details as stripping funeral leaves to two days whereas universally, throughout Southeast Michigan, police contracts provided for three days which is reasonable when a Police Officer under the stress of daily dealing with crime loses a spouse or a child. And, in the big picture, attacking funeral leave is not where the savings are. But, in the Tentative Agreement of February 2012, the DPOA was willing voluntarily to address a suspension of a wage differential worth \$332,000 per year as one example and an overtime issue worth \$598,000 per year.

At the same time, the CET in the view of this Chairman, ignored a very fundamental cost issue.

Even in this Act 312 arbitration the DPOA, to some extent, recognized the City's financial crisis by a Last Best Offer for essentially the first four and one-half months of a 10% wage cut and then continuing of a previous no wage increase from 2008 levels, as the DPOA members have not received a wage increase since 2008.

The CET has been devastating on crime fighting in Detroit. The CET with its 10% wage cut from a previous no wage increase since 2008 brought about by any other name a demoralized Police force. The morale of the Detroit Police Officers by any standard is at an all-time low. As Gertrude Stein wrote in *Sacred Emily*, "A rose is a rose is a rose". The record reveals that ticket writing is at an all-time low. Arrests are at an all-time low. The Department is completely demoralized. This has all occurred since the CET. And this is taking place in a major American urban area where reputedly the homicide rate per capita is among the highest in the country,

where Police response times are lacking.

The reduced arrest and ticket writing has had a cascading effect on crime prevention as established by the enlightened successor to O.W. Wilson, namely, Chief Bracton of New York City and Los Angeles fame who pioneered the concept that more ticket writing and mundane misdemeanor enforcement creates an atmosphere of law abiding citizens. But Police morale in Detroit is at an all-time low impacting effecting law enforcement. And as this Chairman observes, the CET missed a major economic point while emasculating contract language without at least negotiating.

In addition, 146 issues have now been presented to the Act 312 Panel as there has now been a struggle between the City and the DPOA with the DPOA attempting to regain some of the provisions of the previous Master Agreement, with the City concerned about cost savings. The existence of 146 issues presented to the Act 312 Panel was most unusual, some 43 years after the enactment of Act 312 when arguably, even in Detroit's financial crisis, the critical issues, if there had been negotiations and this would apply to both sides, could have been narrowed down.

The Chairman recognizes that the financial crisis of Detroit will require reorganization, even within the Detroit Police Department, as has been the case in other major city police departments.

It is also true that the general employees have taken some big hits with furlough days. The Chairman is aware of this. But, during the hearings, a number of which were conducted in the offices of the DPOA, on the wall there were pictures of approximately 42 Officers since 1974 who were killed in the line of duty, two of which have been killed in the last three years. This does not include those who have been injured while on duty. Thus, being a Police Officer in Detroit, a large urban area with a substantial homicide rate and citizen concern about this rate and

crime in general, demands personal sacrifice.

In addition to the City's financial ability, an essential issue with the Detroit Police Department is that in the marketplace the Detroit Police Officers, with the CET wages, are paid below the marketplace. The DPOA attempts to use higher paid suburban departments and of course the higher paid Michigan State Police to compare. But, even if one compares Flint and perhaps Saginaw, financially distressed cities with Flint having an Emergency Financial Manager, the Detroit Police are underpaid.

Try as hard as the DPOA has done through its counsel to shift the financial ability focus, the City is running out of cash. The City is in financial crisis. There is no question about it.

On the other hand, the City needs Police Officers to survive and grow.

An effective Detroit Police force is essential to Southeast Michigan. Southeast Michigan is critical to the growth of the great State of Michigan. A Detroit Police force consisting of demoralized Officers not paid the marketplace will have trouble, as is evident today, serving effectively. It is just that simple. But the realities of the financial situation must be faced.

Throughout the hearings, the DPOA in particular, and at some times the Chairman, asked questions about the efforts being made by the City concerning efforts in collecting taxes that were made in the past and even currently. Yet, as Jan Lazar pointed out, the past is the past. The question that might be asked is what is going to be done currently and in the future? But, again, currently, the City is in financial crisis. The Chairman and Panel majority will prepare Findings, Opinions and Orders on this basis while recognizing that a demoralized Detroit Police Department, being paid substantially under the marketplace of even financially distressed cities in the area, does not serve the interests of the public as these are Detroit Police Officers that are necessary, even at the risk of their own lives, to protect the public interest of Detroit.

The aim of the Chairman, joined by one member or the other of the Panel to form a majority, is to frame Orders that will withstand challenge, help the City, Department and the Officers get back on track, deal with the current financial crisis, and set the foundation for more fruitful (for both the City and the Officers) negotiations in the near future.

It should also be noted that the Chairman, joined by the DPOA Delegate, crafts the Orders based on the proposition that the Master Agreement that expired on June 30, 2012 except as otherwise modified by the Orders herein is effective the date of these Findings, Opinion and Orders; and that the CET no longer applies.

The History

The brief submitted by the current labor counsel of the City, though the Chairman and certainly the Union Designee do not agree with some of the editorial or advocacy statements therein, essentially gives the basic facts as leading to this Act 312 proceedings and are worth quoting in total and are as follows:

- | | |
|--------------------|--|
| September 18, 2009 | The City institutes a 10% pay reduction in the form of budget required furlough days for all employees, <u>except uniform employees</u> . These are implemented for non-union employees immediately. For union-represented employees, the furlough days are implemented when the union labor contracts expired if a mid-term modification could not be negotiated. ATU had an 8% pay reduction effective October 1, 2010 because furlough days would not work operationally for DDOT bus drivers. The City is seeking the additional 2% and is now in Fact-Finding required by Section 13(c) of the Federal Transit Act. See Exhibit 695 at xix. |
| 2010 | City of Detroit borrows \$250M through issuance of Fiscal Stabilization Bonds. City grants second lien on State revenue sharing to secure the bonds. Ex. 451 at 8. |

March 2011	Passage of P.A. 4
December 2, 2011	State Treasurer Andy Dillon requests that Governor Snyder undertake a preliminary review of the financial condition of the City of Detroit pursuant to P.A. 4. See Ex. 404.
Mid-December 2011	City begins negotiations with its labor unions for concessions to avoid upcoming cash crisis and possible appointment of an Emergency Manager under P.A. 4.
December 21, 2011	State Treasurer Andy Dillon issues a preliminary review of the City's financial condition, finding probable financial stress exists in the City of Detroit and recommends the appointment of a Financial Review Team by Governor Snyder pursuant to P.A. 4. See Ex. 405.
December 27, 2011	Governor Snyder appoints a Financial Review Team. Ex. 406 at 7.
January 2012	Furlough days are converted to an actual 10% wage reduction for non-union employees. Ex. 695 at xix.
January 2012	Financial Review Team begins reviewing City financial condition. Ex. 406 at 1, 7.
February 2012	City concludes discussions with DPOA, DPCOA, DPLSA, DFFA and other unions for concessions which are placed in separate documents for each union titled "Tentative Agreement". The Tentative Agreements are <u>subject to and require approval</u> by State Treasurer Andy Dillon. See Tentative Agreement between DPOA and City, Ex. 771 at page 1 (introductory paragraph). The Tentative Agreements would extend the labor contracts until June 30, <u>2015</u> .
March 2012	City of Detroit enters into a financing transaction (referred to as the Refunding Transaction) through the Michigan Fiscal Authority under which it will borrow \$137M. This transaction will take several months (Summer, 2012) to actually close. See disc

containing Refunding Transaction documents provided on February 6, 2013.

As part of the transaction, the City grants to bondholders a third lien on its State revenue sharing.

Part of the transaction documents provide that no loan proceeds can be advanced to the City of Detroit without the approval of the State.

Since the City is in desperate need of cash, the City, with State approval, enters into a short term bridge loan arrangement with Bank of America under which the City borrows \$80M which is placed in an escrow account to be released only upon State approval. This loan will be repaid when the Refunding Transaction closes. See disc containing Refunding Transaction documents.

March 26, 2012 Report from Detroit Financial Review Team to Governor Snyder finding that Detroit is in a condition of severe financial distress as provided under P.A. 4 and that a consent agreement pursuant to P.A. 4 needs to be entered into between the City and the State. Sec Ex. 406 at 11-12.

Late March 2012 State declines to approve Tentative Agreements entered into between the City and its various unions, including DPOA, because, according Brom Stibitz, Senior Policy Advisory to State Treasurer Andy Dillon, there was insufficient concessions to meet the needs of the City of Detroit and because the City's severe financial condition requires flexibility and the State refused to be bound by labor contracts that would not expire until June 30, 2015. Vol. 9, pp. 172-173.

April 4, 2012 City of Detroit and State of Michigan enter into Financial Stability Agreement. Ex, 407.

The Financial Stability Agreement ("FSA") provides for the establishment of the Financial Advisory Board ("FAB") which is to plan, implement and complete financial restructuring

with the City of Detroit. Ex. 407 at 5.

The FSA provides for a Chief Financial Officer and a Project Management Director. Ex. 407 at 16, 18.

Annex D of the FSA sets forth requirements for labor contracts which includes:

- Uniformity
- Outsourcing
- Consolidation of operations
- Changes to support financial restructuring
- Maintaining the favorable concessions from the tentative agreements (note the testimony of Brom Stibitz at Vol. 9 at 257 that the concessions in the Tentative Agreements were insufficient).

Pursuant to P.A. 4, upon execution of the Financial Stability Agreement the duty to bargain under PERA is suspended. However, existing labor contracts continue in force until their expiration. The FAB has no power under the FSA and P.A. 4 to terminate existing labor contracts.

April 2012	State approves the transfer of \$30M of bridge loan proceeds from the Bank of America to the City so that the City can meet payroll, debt and other obligations. Ex. 451 at 19.
May 25, 2012	Jack Martin hired as Chief Financial Officer. Vol. 9, pp. 257-258.
June 2012	State approves transfer of an additional \$20M from the Bank of America bridge loan proceeds so that Detroit can meet payroll, debt service and other obligations. Ex. 451 at 19.
June 22, 2012	DPOA files Petition for Act 312 arbitration. Petition is stayed pursuant to P.A. 4 and the suspension of the duty to bargain under P.A. 4.
June 30, 2012	DPOA labor contract and most other City labor contracts expire, except for DPLSA, DFFA, and

the Emergency Service Operators ("ESO") in the Fire Department (expiration dates June 30, 2013). Note: DDOT and its labor contracts with the A TU and other unions are subject to Federal Transit Act Section 13(c) requirements. The Water and Sewerage Department and its labor contracts are subject to federal court control although payroll, benefits, and other related matters are administered by the City of Detroit.

June 30, 2012	City ends FY2012 with \$1.9M in cash. See CAFR and see Ex. 451 at 19.
	City is in violation of Act 51 by using \$38.1M from the Street Fund for General Fund purposes. The City is required to repay this money to the Street Fund. Vol. 10, pp. 5-6, 15 and CAFR at 80.
July 9, 2012	Kriss Andrews hired as Program Management Director. Vol. 9, p. 105.
July 17, 2012	City implements City Employment Terms ("CET") for DPOA and separate CETs for each union that had a labor contract that expired on or before June 30, 2012. See CET applicable to DPOA, Ex. 401.
	Furlough days for non-uniform union-represented employees are converted to an actual 10% wage reduction. See Ex. 695 at xx.
July 27, 2012	PFRS enters a judgment against City in Wayne County Circuit Court in the amount of \$47M for past due pension plan contributions. Judgment payable with interest in 12 monthly installments. Ex. 455.
August 3, 2012	Michigan Supreme Court approves placement of ballot petition seeking repeal of P.A. 4 on the ballot for the November 6, 2012 election.
August 9, 2012	Board of State Canvassers enters ballot proposal on ballot.
	Entry of ballot proposal for November 6, 2012 election suspends P.A. 4. However, actions

taken under P.A. 4 remain valid.

August 2012 City Refunding Transaction through State Fiscal Authority closes.

 \$80M of bridge loan proceeds is repaid to Bank of America.

 At this time, City has actually received \$50M of loan proceeds leaving \$87M of loan proceeds available but subject to approval of State of Michigan before disbursement to the City of Detroit.

August 15, 2012 MERC formally begins processing DPOA Act 312 Petition.

August 23, 2012 George Roumell appointed as Act 312 Arbitrator.

October 3, 2012 Parties exchange Last Best Offers.

November 6, 2012 Voters repeal P.A. 4.

 PA 72 is revived.

 All actions taken under or pursuant to P.A. 4 prior to its suspension on or about August 9, 2012 remain valid.

December, 2012 State approves transfer of an additional \$10M of loan proceeds to the City of Detroit for payroll and other purposes. Ex. 451 at 20 and at fn. 1.

December 2012 Governor appoints a Financial Review Team under P.A. 72n. Ex. 464, Attachment B.

December 2012 City begins negotiations with non-uniform unions for additional 10% pay reduction in the form of furlough days. See Ex. 750.

December 21, 2012 Interim Award on health care made by Arbitrator Roumell. A number of issues remained which were briefed on January 25, 2013. Once a ruling is made on the remaining issues, the parties will submit final healthcare contract language to the Arbitrator and oral

	presentations will be made by telephone or in person regarding the contract language.
December 27, 2012	Passage of Act 436 (new EFM law) effective March 28, 2013.
February 5, 2013	City Council passes Resolution and Mayor Bing issues Executive Order for an additional 10% pay reduction in the form of furlough days for non-union employees to be effective February 11, 2013. Exs. 757 and 758.
	Bargaining continues with non-uniform union-represented employees for the furlough days.
February 8, 2013	City seeks approval for an additional \$20M of loan proceeds from the Refunding Transaction.
	If approved this will leave approximately \$57M of loan proceeds. The State has indicated it will hold in reserve at least \$57M of the loan proceeds in the event the State needs funds to assist an Emergency Financial Manager or for other purposes.
February 11, 2013	Furlough days equivalent to a 10% pay reduction begin for non-union employees.

The DPOA through its attorneys filed lawsuits seeking, based upon the provisions of Act 312, to maintain the *status quo*, namely, the terms of the Master Agreement while the Act 312 was pending, but thus far the Courts have refused to maintain the *status quo* and the CET is currently in effect.

The Criteria

Act 312 of Public Acts of 1969, as amended, in Section 9 thereof sets forth the criteria to be followed by an arbitration panel. Act 116 of Public Acts of 2011 amended Section 9, which Section 9 as amended by Act 116 providing as follows:

Sec. 9. (1) If the parties have no collective bargaining agreement or the parties have an agreement and have begun negotiations or

discussions looking to a new agreement or amendment of the existing agreement and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions, and order upon the following factors:

(a) The financial ability of the unit of government to pay. All of the following shall apply to the arbitration panel's determination of the ability of the unit of government to pay:

(i) The financial impact on the community of any award made by the arbitration panel.

(ii) The interests and welfare of the public.

(iii) All liabilities, whether or not they appear on the balance sheet of the unit of government.

(iv) Any law of this state or any directive issued under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, that places limitations on a unit of government's expenditures or revenue collection.

(b) The lawful authority of the employer.

(c) Stipulations of the parties.

(d) Comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in both of the following:

(i) Public employment in comparable communities.

(ii) Private employment in comparable communities.

(e) Comparison of the wages, hours, and conditions of employment of other employees of the unit of government outside of the bargaining unit in question.

(f) The average consumer prices for goods and services, commonly known as the cost of living.

(g) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and

hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(h) Changes in any of the foregoing circumstances while the arbitration proceedings are pending.

(i) Other factors that 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.

(2) The arbitration panel shall give the financial ability of the unit of government to pay the most significance, if the determination is supported by competent, material, and substantial evidence.

Though the Act 116 amendment does require the Panel to give financial ability the most significance, the Legislature recognized that the Panel could consider other factors. The amendment also included the 9(1)(e) comparison with other employees of the unit of government outside of the bargaining unit in question. Obviously, the City wishes the Panel to consider the fact that other employees of the City, including union employees, have taken wage cuts in the 10-20% category.

There is the a(ii) interest and welfare of the public. In this case, this is an important consideration, namely, the fact that public safety is involved; that Detroit Police Officers are not writing tickets and arrests are not being made, which affects safety issues and therefore the interest and welfare of the public. Then there is 9(1)(h)(i), other factors. There is the so-called demoralized criteria and what this Chairman has many times referred to as the art of the possible criteria, namely, what is needed to avoid a demoralized Police force in a high crime area and what is the art of the possible? In this case, as pointed out, the approach of the CET and the failure to attempt to negotiate after March 2012 demoralized the Department, affecting the delivery of Police service. Then there is the art of the possible. What is possible to resolve this

dispute short of further disruption in the Department? These factors, when combined with the ability to pay, which is dominant in this situation, must be considered by the Panel in considering the proposals.

It must be recognized that the internal comparisons cannot be overlooked. The unionized general employees as well as union employees have taken a pay reduction by way of furlough days due to the financial emergency in Detroit. Another 24/7 operation in the City, the ATU, namely, the bus drivers, have taken an 8% reduction and are in fact finding for a remaining 2% reduction. These facts cannot be overlooked by the Panel in balancing the economic proposals. On the other hand, as already pointed out by the Chairman, Police work is inherently dangerous, suggesting that some recognition must be placed on this factor and the comparison of the marketplace for well trained Police Officers capable of dealing with crime prevention and intervention by reviewing the marketplace for Police Officers in Southeast Michigan by making comparisons with Police employment in comparable financially distressed communities while considering the financial emergency in Detroit and the financial sacrifices of other Detroit employees.

As already alluded to, the DPOA counsel attempts as a good advocate to have the Panel look to such communities as Birmingham, Livonia, Grosse Pointe, Sterling Heights, all communities with substantial fund balances, rather high pay, as well as the Michigan State Police whose top pay is in the \$67,000 range. The City of Detroit, under financial stress, cannot afford those ranges because of financial problems. But, as the Chairman addresses wages, it is very difficult to suggest that the job of a Detroit Police Officer is not as difficult as a State Trooper or Police in the surrounding communities if not more so because of the nature of criminal activity in Detroit, only emphasizing that Detroit Officers are underpaid. Yet, there are two distressed

communities nearby whose wages, as will be pointed out, are above what the CET is suggesting that Detroit Officers should be paid, namely, Flint and Saginaw, which make the point.

Then the issue becomes one of priorities and the question of the interest and welfare of the public in Detroit that has one of the highest homicide rates per capita in the country. The Chairman, when turning to the issues, recognizing that the financial ability is "the most significant", also considered other criteria including the marketplace and the welfare of the public and the nature of Police employment including, as compared to other Detroit City employees as representative in the Southeast, the significant number of Detroit Police Officers who have been killed on duty as compared to Michigan State Troopers and other municipal police departments in Michigan.

Yet, the Panel must recognize that the civilian employees of the City of Detroit during Detroit's financial emergency have taken up to a 20% pay cut which, in evaluating the situation with the Police, the Panel cannot overlook.

Section 8 of Act 312 provides:

423.238 Identification of economic issues in dispute; submission and adoption of settlement offers; findings, opinion, and order.

Sec. 8. The arbitration panel shall identify the economic issues in dispute and direct each of the parties to submit to the arbitration panel and to each other its last offer of settlement on each economic issue before the beginning of the hearing. The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic is conclusive. The arbitration panel, within 30 days after the conclusion of the hearing, or within up to 60 additional days at the discretion of the chair, shall make written findings of fact and promulgate a written opinion and order. As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9. The findings, opinions and order as to all other issues shall be based upon the applicable factors prescribed in section 9.

Pursuant to this provision, certain of the issues presented by the parties have been determined to be economic issues requiring the Panel to adopt the Last Best Offer of one party or the other. Other issues have been determined not to be economic and as to those the Panel may formulate an order based upon the applicable factors prescribed in Section 9. As to each issue that follows, there will be a majority vote.

City's Financial Ability

Detroit's poor financial health can be attributed to a number of factors. With hindsight, a careful observer could point to a number of things that the City's leadership should have been done differently. Today, however, the fact remains that the City is dangerously low on cash. Unfortunately, this situation is unlikely to change in the near term. While many drastic reform measures have been implemented, true reform does not happen overnight.

Over the past several decades, Detroit suffered from declining population and high unemployment. For these reasons, tax revenue has substantially declined. Since 1990, the City's population has declined by approximately 30%. In addition, unemployment has increased by roughly 200%. When the associated loss of income tax revenue is combined with recent decreases in state revenue sharing, it is not surprising that the City has experienced debilitating cash flow problems. Between property taxes, municipal income taxes, and wagering taxes, only wagering taxes have remained somewhat steady over the past six years. Since 2008, property tax revenue has decreased approximately 12% due to declining taxable property valuations and increasing charge-backs due to delinquency rates. Income tax revenues have declined due to lower taxable income of both residents and non-residents. While wagering tax revenues have remained steady, they are projected to decrease beginning in 2013 due to a loss of market share caused by a new casino in Toledo.

Declining population has also affected state revenue sharing. Since 2008, revenue sharing has decreased by approximately 30%. Between 2011 and 2012, revenue sharing declined from \$239 million to \$173 million. This startling decrease is primarily due to the population decline illustrated by the 2010 census. If Detroit continues to lose population, this amount will decline even further.

While Mayor Bing and his team can be applauded for effectuating large cost cutting measures, revenue has continued to decline faster than expenses. Because the City has issued debt to cover the significant shortfalls between revenue and expenditures, debt service costs have increased substantially. For example, debt service and POC expenditures are expected to increase from \$126 million in 2008 to \$151 million in 2013. Additionally, due to the growing number of retiree and legacy costs, the benefit and pension costs per active employee have jumped from \$18,000 in 2000 to \$28,000 in 2012. While reductions to the active workforce have occurred, the number of retirees and their associated costs are rising. These costs do not decline when headcount of active employees is reduced.

The City's cumulative unrestricted deficit indicates that the City is insolvent. Over the past five years, the City has run an average annual operating deficit of nearly \$100 million. These large financial shortfalls have been addressed with long term debt issuances and drastic cost-cutting actions. Despite the receipt of loan proceeds from the issuance of new debt, cash balances have declined since 2008 due to large operating deficits. Even with the current cost saving measures, the city will have an estimated \$110 million shortfall at the end of FY2013. Remaining proceeds from the August 2012 issuance of the "Refunding Bonds," together with remaining short term borrowings, are currently held in escrow and can only be used with State approval. The state has mandated that the city reduce cash outflow by between \$30 million and

\$45 million. In addition, the State may release some of the escrow funds; however, it is unlikely that the State will release more than \$20 million by the end of FY2013. Even if the City fully reduces cash outflow by the stipulated amount and the State releases a portion of the escrow account, the city is still left with a \$50 million to \$60 million cash shortfall at the end of FY2013. Quite simply, the city could be out of cash.

In the past, the city has issued debt to cover such shortfalls, but due to recent debt downgrades, this is no longer possible. The City's credit ratings have been deteriorating rapidly and are at all-time lows. Currently, Detroit's credit ratings are below investment grade (junk status) and are lower than any other major US city. Since the beginning of 2012, Moody's has downgraded the City's credit rating from B2 to Caa1. Similarly, Fitch has downgraded the City's rating from B to CCC. According to Moody's November 2012 report, "[t]hese downgrades reflect the City's ongoing precariously narrow cash position and a weakened State oversight framework following the repeal of Public Act 4. ... The negative outlook ... is based on the rising possibility that the city could file for bankruptcy or default on an obligation over the next 12 to 24 months, the general uncertainty of the State oversight as challenges to Public Act 72 persist following the repeal of Public Act 4, and the City's ongoing inability to implement reforms necessary to regain financial stability." Furthermore, the City has nearly reached its legal debt limit. It is currently leveraged to 93% of its general obligation borrowing capacity. This illustrates that the City is no longer able to cover cash shortfalls with debt.

According to the McKenzie Group, there exists a \$183 million income tax opportunity for the City. According to another, more conservative estimate created by DPOA witness John Bibish, approximately \$54 million of income taxes are left on the table every year. Thus, the DPOA questions the City's performance of collecting income taxes over the years. In fact, the

income tax staff positions were reduced from 49 in 2009 to 32 currently. Of all the departments from which employees can be cut, the DPOA asks why make cuts from the group that collects the revenue?

Then, too, as the McKenzie Group and Bibish estimates are just that, a realistic income tax figure is not known.

According to Cheryl Johnson, the current computer system used in the Department of Finance has not been updated since 1998. However, the city has worked with Compuware to build an application that will allow the City to identify non-filer residents (those city residents who file with the IRS but failed to file with the City). The DPOA has indicated that uncollected income taxes could bolster the city's cash. To this effect, letters are currently being sent to resident non-filers. While the City has started the process to collect income taxes from resident non-filers, the success of such an initiative is uncertain.

According to Janet Lazar, an expert in city income taxes, collecting from non-filers will probably not be overly successful. This prediction is based on her observations of other Michigan cities, such as Highland Park. According to Lazar, the City's population is aging. Many of the City's residents receive pension benefits, Social Security, and other governmental assistance that are not taxable by the city. In addition, due to the low income status of many of the city's residents, the cost of collection could often exceed the amount owed. Furthermore, the collection of unpaid income taxes takes time, often in excess of one year. Unfortunately, the City is running out of cash and does not have the luxury of time.

According to Mr. Bibish, it does not need to take over a year to improve tax collections. To improve collections, the City should create work groups that are responsible for collection. For example, light duty police officers could be assigned to work with collection investigators.

However, this suggestion is unlikely to work. The employees in the Income Tax Division belong to one of three unions in the treasury Department, the AFSCME, the Association of Professional and Technical Employees, or the Detroit Income Tax Investigators Association. Each union has a labor contract. The use of non-unit personal to perform bargaining unit work could be problematic.

The City should also devise a way to more effectively collect income tax from non-residents. According to Cheryl Johnson, letters are not being sent to non-resident non-filers because the city does not have data on non-resident non-filers. However, even if the City increased its efforts in this regard, there was testimony questioning the results because the tax rate of a non-resident is lower than that of a resident.

In order to increase income tax collections, Lazar has suggested that local income taxes be collected along with State income tax. This has worked in other states. It has worked in Michigan, too. When a pilot program was attempted in Albion, compliance increased significantly. In Albion, revenue increased 18% in the first year. An 18% income tax revenue increase in Detroit could be substantial. Despite its success in Albion, other cities refused to participate due to territorial disputes. The local tax divisions incorrectly claimed that the state would keep the revenue. They improperly compared the initiative to state revenue sharing. Just as state revenue sharing was cut, they claimed that the state would also keep the local tax revenue. However, this is a weak argument. By law, the local revenue must be given to the locality. Unfortunately, the argument was enough to scare many mayors.

While the City's financial information may appear to indicate that cash is available to pay police officers, certain restrictions often disallow such funds to be used for such purposes. For example, Mr. Bibish claims that there is approximately \$68.1 million available in the Capital

Improvement Project Fund. This amount represents the Revised Free Balance from outstanding project balances. However, all the monies listed under Capital Projects Funds are special project funds raised from voter approved bond issues. The money can only be used for the specific purpose set forth in the bond issue. The City cannot transfer capital project funding to pay debt service for anything other than the project for which the debt was incurred. Therefore, the suggestion that the old capital projects should be closed out and the unused bond funds transferred to pay debt service for other projects is not possible.

Mr. Bibish has also suggested that too much has been budgeted for the 2013 Claims Fund. The official red-book budget for 2013 included a \$100 million provision for the Claims Fund. In 2010 and 2011 respectively, only \$70 million and \$68 million were needed for claims. This indicates that there is approximately \$31 million budgeted in excess over the amount needed in 2010 and 2011. If the administration originally thought \$80 million was enough (the 2013 Executive Legal Budget only listed \$80 million), why was the amount increased to \$100 million? It may appear that \$100 million may be excessive.

Nevertheless, had the State not released \$10 million from escrow in December 2012, the city would have run out of cash. In addition, the only reason the City did not run out of cash in mid-2012 was because the City borrowed more money. Now, the City has borrowed all it can. Its credit rating has decreased to such a low level that additional borrowing is no longer possible.

In his brief, counsel for the DPOA questioned the priorities in the 2012-2013 budget. The Chairman will not go there, so to speak, for those are financial decisions. The City is obligated to provide fire fighting services, emergency medical services, street and sidewalk maintenance, recreation services, garbage pickup, waste disposal, legal defense and the list goes on. Hopefully, those who make the City's financial decisions will recognize the obvious – that

public safety is a major concern to the citizens of Detroit; that the issue is whether the Detroit Police Officers are being compensated comparable with other distressed cities, given the hazards of serving in a municipality such as Detroit and the responsibilities in controlling mounting crime concerns in the community.

A State Financial Review Team consisting of financial experts following a review of the City's finances concluded that the City's finances were in a crisis situation and so reported to the Governor in the following letter dated February 19, 2013:

DATE: February 19, 2013¹
TO: Governor Snyder
FROM: Detroit Financial Review Team:
Andy Dillon
Darrell Burks
Ronald E. Goldsberry
Frederick Headen
Thomas H. McTavish
Kenneth Whipple
SUBJECT: Report of the Detroit Financial Review Team

The Detroit Financial Review Team met on December 19th and 20th 2012, and January 3rd, 7th, 9th, 16th, 25th, and February 1st, 14th, and 15th 2013, to review information relevant to the financial condition of the City of Detroit. Based upon those reviews, the Review Team concludes, in accordance with Section 14(3)(c) of Public Act 72 of 1990, the Local Government Fiscal Responsibility Act, that a local government financial emergency exists within the City of Detroit because no satisfactory plan exists to resolve a serious financial problem. Accompanying this report is supplemental documentation in support of our conclusion.

Our conclusion is based primarily upon the following considerations:

1. Cash Crisis. The City continues to experience a significant depletion of its cash. Projections have estimated a cumulative cash deficit in excess of \$100.0 million by June 30, 2013, absent implementation of financial countermeasures. While the Mayor and City Council deserve credit for considering and, in some instances, adopting difficult financial reforms, those

reforms are too heavily weighted toward one-time savings and apply only to non-union employees who represent only a small portion of the City's overall wage and benefit burden.

2. General Fund Deficits. The City's General Fund has not experienced a positive year-end fund balance since fiscal year 2004. Since that time, the General Fund has had cumulative deficits ranging from \$155.4 million in fiscal year 2005, to \$331.9 million in fiscal year 2009. The General Fund deficit was \$326.6 million in fiscal year 2012. The primary methods by which City officials have sought to address these deficits has been by issuing long-term debt. While such an approach reduces the deficit in the year in which the debt is issued, it also reduces fund balance over time as debt service payments increase. Had City officials not issued debt, the City's accumulated General Fund deficit would have been \$936.8 million in fiscal year 2012.
3. Long-Term Liabilities. As of June 30, 2012, the City's long-term liabilities, including unfunded actuarial accrued pension liabilities and other post-employment benefits, exceeded \$14 billion. City officials have projected that over the next five years, the expenditures needed to fund certain long-term liabilities will total approximately \$1.9 billion. However, City officials have not yet devised a satisfactory plan to address the long-term liability issue.
4. Bureaucratic Structure. The City Charter contains numerous restrictions and structural details which make it extremely difficult for City officials to restructure the City's operations in any meaningful and timely manner. These restrictions include numerous steps and time periods which must be observed before certain proposed changes may be implemented and provisions which make it all but impossible to restructure municipal services.

Based upon the foregoing, the Review Team concludes, in accordance with Section 14(3)(c) of Public Act 72 of 1990, the Local Government Fiscal Responsibility Act, that a local government financial emergency exists within the City of Detroit because no satisfactory plan exists to resolve a serious financial problem. Section 14(3) of the Act also requires that a copy of this report be transmitted to Mayor Dave Bing, Detroit City Councilmembers, the Speaker of the House of Representatives, and the Senate Majority Leader.

cc: Dave Bing, Mayor
Detroit City Councilmembers
James Bolger, Speaker of the House of Representatives

Randy Richardville, Senate Majority Leader

Pursuant to Section 14(3) of Public Act 72 of 1990, the Local Government Fiscal Responsibility Act, a Review Team is required to report its findings to the Governor within 60 days of its appointment, unless the Governor specifies an earlier date or grants a one-time 30-day extension. This Review Team was appointed on December 18, 2012, and in accordance with statutory convention, 60 days thereafter was February 16, 2013, a Saturday.

However, Section 6 of the Revised Statutes of 1846, which applies to statutes and administrative rules, provides that "In computing a period of days, the first day is excluded and the last day is included. If the last day of any period or a fixed or final day is a Saturday, Sunday or legal holiday, the period or day is extended to include the next day which is not a Saturday, Sunday or legal holiday." Therefore, this Review Team report is due on February 19, 2013.

Though counsel for the DPOA questioned the conclusions of the report, the Chairman and the City Delegate, based upon the record made before the Panel, including comments of the rating agencies and the financial information furnished, is in agreement with the Review Team's conclusions in that Detroit is in a financial crisis, having limited ability to pay.

There are ways to raise revenue from both residents who can afford to pay as well as non-residents. Here are the ideas because, without interfering with the political process, this Chairman believes that a Chairman in this situation must take some responsibilities and make some revenue raising suggestions:

1. Instead of laying off or furloughing people in the Finance Section, the City should add to the Finance Section to aid in collecting taxes and in particular income taxes so that it can have agents that can go into the field and monitor the non-residents and particularly the following types of individuals:
 - A. All the lawyers advertising on the billboards on the freeways of Detroit because many of them, if not all, are earning income in Detroit, even though having offices out of Detroit. Whether they are trial lawyers or probate lawyers in the Circuit and Federal Courts, 36th District Courts or Probate Courts, they earn portions of their fees in Detroit;
 - B. There are lawyers that advertise that they are Social Security specialists who have offices outside of Detroit but earn their income in Detroit at the Social Security Administrative Tribunals;
 - C. There are labor lawyers who appear before the National Labor Relations Board in the McNamara Building and before MERC at Cadillac Place;

- D. There are lawyers that appear before State agencies in the Cadillac Place Building;
 - E. There are doctors who have offices in Macomb County and in Grosse Pointe who are operating at St. John's Hospital whose operating rooms, on information and belief, are in Detroit, thereby earning substantial income in Detroit. There are doctors who operate at Sinai, Ford and the DMC.
 - F. There are lawyers from New York, Philadelphia and Washington, D.C. that try cases in the Federal Court in Detroit. There are bankruptcy lawyers that come to Detroit. There are visiting athletic teams in three major sports who come to Detroit and earn income in Detroit. There are entertainers that come to Detroit and earn income in Detroit. One does not collect by just writing letters. One needs agents "out there".
2. The City should contact Louisville, Kentucky and ask how Louisville collects income tax from non-residents who come to Louisville. It so happens that at a regional meeting of the National Academy of Arbitrators, two arbitrators, including Richard Block, told this Chairman of their experience of going to Louisville, Kentucky and arbitrating for a non-inunicipality and being contacted by the city and asked to pay city income tax for their efforts in the city of Louisville. One of them was arbitrating for General Electric. One told that he was "hit" for \$33.00. The question is, how does Louisville get the information? This Chairman was hit by Big Rapids, Michigan for a day he spent in Big Rapids arbitrating.

Detroit, with the cooperation of the State, can prevail on the State legislature to enact two statutes requiring all businesses outside of the city limits, as well as within the city limits, to withhold City of Detroit income tax and also a non-discrimination act so that the employer will not discriminate against hiring City of Detroit residents because some employers might avoid hiring a Detroit resident to avoid the withholding requirement.

Another idea is to pass at least for a limited time (three or four years, if not longer) a sports ticket tax for hockey, baseball and football of \$1.00 to \$2.00. This would bring in upwards to \$10 million annually. The events do receive Police protection at their athletic events. Detroit is in a financial crisis. People go to the Lions, Tigers and the Red Wings games. Particularly at the Tigers and Lions games, there is substantial Police presence. This modest

amount will not keep people away. And Detroit is in a crisis. This will help pay for needed Police services. Any resistance should be overcome. These are dire financial times. The Officers must be brought up to the marketplace.

Furthermore, the general employees cannot be expected to continue to sacrifice as they have been.

Jan Lazar is correct. The State should be collecting the City of Detroit income tax at least as to residents and to non-residents who are already identified as consistent filers. And when other non-residents are identified in a comprehensive investigation, the State should add them to the State collecting efforts. The Chairman recognizes that this may not be done until 2014, but it should be part of the long range effort.

Many of the above suggestions may not be able to be implemented immediately to address the current cash crisis. In this regard, the Chairman, concerned with restoring the Detroit Police Officers to a reasonable competitive pay rate and some long established benefits necessary to keep the Detroit Police Officers competitive and benefits used to control absences, the orders will provide for civilianization permitting the Department to employ Police Officers in jobs that require MCOLES certification and that other jobs now performed by Police Officers can be performed by civilians. This will permit the Department to serve citizens with fewer sworn Officers at the same level of Police services as now with Officers being paid at the market rate. Furthermore, if necessary, as was the case in Flint, some Officers may be laid off or the force can be reduced as a result of attrition due to retirements. With civilianization, this could impact the number of Officers available for street duty. Yet, there would be, if need be, less current costs to the City while restoring some benefits and paying Officers at least a competitive wage with the distressed cities.

In addition, in addressing the Issues, the Chairman has voted with the City Delegate to control some overtime costs. This approach gives significance to the financial ability in Detroit's situation while recognizing other Section 9 criteria, both in the short run and in the long run.

The Issues

Preliminary Comment

To repeat a refrain, the parties have submitted 146 issues for the Panel to decide. The number of issues are as a result of the fact the City imposing in July 2012 without further negotiation the City Employment Terms which in many details had little rhyme or reason in addressing the City's financial crisis as applied to public safety and by any definition was an attempt to "gut" the Master Agreement between the City of Detroit and the Detroit Police Officers Association, a product of 40 years of negotiations and Act 312 proceedings. Such an approach brought forth approximately 37 issues proffered by the DPOA attempting to seek economic improvements in a financially distressed city, creating an unrealistic labor relations atmosphere, and had the effect of overlooking the welfare of the public, *i.e.*, the need for an efficient, effective Detroit Police Department. This goal can best be established by the comparables, namely, the marketplace for Police Officers even among the more distressed communities and a recognition even by the Legislature that the Legislature has given special recognition to police unions of the duty to bargain in the current labor climate in Michigan. It is for this reason that the Chairman, concurred in by the Union Delegate, will address the issues based upon the expired Master Agreement and will reject in total the City Employment Terms as those terms were not negotiated terms and were terms implemented under Public Act 4, which act was rejected by the people of the State of Michigan.

Furthermore, if there had been negotiations as in the case of the Tentative Agreement, presumably even if on an around-the-clock basis, a number of the issues would have been reduced. Even so, both the counsel for the City and the DPOA are to be complimented for the fact that they were able to complete the hearings in record time despite the number of issues and to present their briefs in an extraordinarily accelerated time. Those who read this Opinion, if there ever is a Hall of Fame for Lawyers, should make these two counsel the first candidates because both have put in extraordinary efforts as had the two Panel Members. Nevertheless, in a 2013 Act 312, the Chairman will repeat there should not have been 146 issues nor should there have been a CET without an opportunity to bargain for, as the Chairman, as pointed out, it has bred a demoralized Police force.

Counsel mutually numbered the Issues. The Panel will follow the parties' numbering of the Issues, but the Issues will not be discussed in numerical order. In some cases, the Issues will be discussed in interest groups for convenience.

The reference on each Issue to "status quo" is a reference to the language in the Master Agreement that expired on June 30, 2012. In addition, the references to the current contract are to the Master Agreement that expired on June 30, 2012.

Issue No. 97 - *Article 48 - Contract Duration*

It is appropriate to begin the discussion of the Issues with the length of the contract. Issue No. 97 addresses duration. The City maintains that this is an economic issue. The DPOA maintains that this is a non-economic issue. As a non-economic issue, the Panel can formulate a provision without accepting the Last Best Offer of either party. The Chairman, joined by the DPOA Delegate, accepts the DPOA's position that duration is a non-economic issue.

The City proposes that the Agreement run from July 1, 2012 to June 30, 2013. The

DPOA proposes that the Agreement run from July 1, 2012 to June 30, 2014. The Chairman appreciates that the parties have spent a great deal of time, effort and money in presenting this case.

Yet, by any standard, the City is in a dire financial crisis. The City is in need of a serious reorganization. This is a given. The Department is in the need of reorganization as part of the City's reorganization. On the other hand, by any definition, the CET as applied to the Police brought about a demoralized Police Department that affected the productivity of the Police and the public welfare, causing this Panel to have to deal unnecessarily with 146 issues, starting with resurrecting a Collective Bargaining Agreement that was a product of 40 years or more of negotiations and interest arbitration. It would seem, therefore, to the Chairman that to bring stability to the situation that there be a two year contract beginning on July 1, 2012 with an automatic re-opener on health care insurance and pension issues, with the automatic re-opener taking place on June 30, 2013 which is not too far away. This way, all of the other issues are established, including wages, longevity, transfer rights, seniority rights and the other issues that came before the Panel, including sick leave accumulation.

Health care and pensions are major issues that the parties will be obliged without the pressure of so many issues to review beginning June 30, 2013. The re-opener is automatic as to these two issues, though it is recognized that the health care insurance, because of the enrollment, continues until January 2014. Nevertheless, health care will be re-opened for discussion beyond the open enrollment ending January 2014. To repeat, the re-opener on June 30, 2013 for all pension issues and health issues will be re-opened automatically on June 30, 2013.

The Chairman has been joined by the DPOA Delegate in voting for a two year contract except that the DPOA Delegate dissents from a re-opener. The City Delegate dissents from a

two year contract but would agree that if there is a two year contract he will vote for a re-opener as to pensions and health care.

<u>Issue No. 1 - Economic -</u>	<i>Union Security - 2% Dues Collection Charge</i>
<u>Issue No. 5 - Economic -</u>	<i>Article 4 - Basis of Representation, Pay for Full-Time Union Officers</i>
<u>Issue No. 8 - Non-Economic -</u>	<i>Article 4.O - Basis of Representation, Pay for Grievance Committee</i>

The Chairman, for discussion purposes, has grouped Issue Nos. 1, 5 and 8 together as the underlying principle applies. The City proposes to add a Section L to Article 3 whereby the DPOA would reimburse the City "an amount equal to 2% for all Union dues and service fees amounts remitted to the Union" which the DPOA opposes, as there is no such provision in the Master Agreement nor has there ever been such a provision in the parties' numerous past agreements.

As to Issue No. 5, presently the City pays the wages for the full-time release of the President, Vice President, Sergeant at Arms and Financial Secretary of the DPOA. Similarly, as to Issue No. 8, the City has been paying the salary and benefits for three Grievance Committee Members to be off two working days per week. The City proposes that the DPOA reimburse the City for the salary and benefits of the full-time DPOA Officers and the two working days off that the three Grievance Committee Members are off. The DPOA proposes the *status quo*.

The rationale of the City is that the 2% dues collection fee has been imposed on all City unions and that granting this provision would achieve uniformity consistent with the requirements of the Financial Stability Agreement.

In regard to reimbursement for Union Officers and the Grievance Committee Members, the City notes that it has ceased paying the wages and benefits of union officers for every union in the City that has expired labor contracts; that the cost per year for three Grievance Committee

Members is \$296,000 per year; that the cost for four full-time Union Officers and three Grievance Committee Members is \$691,096; that the cost to the City for all full-time Union representatives City-wide is \$2,797,747; and that when the cost for part-time as well as full-time Union representatives City-wide is added, the grand total is \$3,125,806.

The Chairman recognizes that this is a considerable amount of savings that cannot be overlooked in a financially distressed City of Detroit and the DPOA's \$691,096 cannot be overlooked. However, there is a failure to recognize the unique circumstances of Police representation. Because of the nature of Police work, including physical contact with certain members of the public, Police Officers are sometimes charged with abuse of force requiring Police representation, including representation of Union Officers as well as legal counsel. This involves *Garrity* hearings where Officers are represented by both counsel and Union Officers as well as discipline hearings. There are other discipline proceedings in a quasi-military organization, putting an undue burden on the DPOA which is not as common in a civilian union.

Furthermore, though the ranks of the DPOA have been reduced, the representation needs continue. In addition, there is no showing that the 2% charge would save any appreciative sum of money for the City. There is no showing that the City has charged for deducting for charitable contributions. There is no showing that the City's payroll system is not already keyed to providing such deductions without additional appreciable costs. This has been a method of dealing between the parties for many years. Though the DPOA has approximately 2,000 individuals either paying dues or a service fee, with the cost of representation because of the nature of Police work and discipline issues in a quasi-military organization, its dues structure will have difficulty supporting the representation that the DPOA must provide.

Having said the above, however, in applying the art of the possible and recognizing the

City's financial situation, the Chairman will agree with the City on Issue No. 8 and provide that if the DPOA wishes to have Grievance Committee Members receive two working days off per week, on any days off those days shall be at the expense of the DPOA, namely, their salaries and benefits for those days off shall be paid by the DPOA. This will amount to a savings of \$296,000 per annum by the City and can be afforded by the DPOA. This represents a compromise, recognizes the City's financial situation, and it is up to the DPOA to adjust, if it so desires, its method of delivering services to its members. The DPOA must recognize that it is somewhat being treated differently than other unions in the City. But this is because of the nature of the members it represents and the cost associated with doing so, as explained by the Chairman.

As to Issue No. 5, the Chairman believes that the Order is unique to the Detroit Police Officers Association for the reason discussed in this portion of the Opinion. For this reason, the Chairman cautions that the Order as to Issue No. 5 or the Opinion that has been written by the Chairman as to Issue No. 5 should not be taken as a precedent as to the other uniform groups as their numbers and their situations are different and may or may not support the claim for full-time Union Officers as was made by the DPOA based on the numbers of Officers represented by the DPOA that were made to this Panel and the type of representation that was required to be made on a day to day basis.

The Union Delegate concurs with the Chairman as to Issue Nos. 1 and 5, but dissents as to Issue No. 8. The City Delegate dissents as to issue Nos. 1 and 5, but concurs with the Chairman as to Issue No. 8.

Issue No. 27 - Economic - Article 12.A - Modify Funeral Leave

Issue 27 pertains to the funeral leave provisions of Article 12. This is an economic issue. The City proposes that the number of leave days for funeral of immediate family members be

reduced from three (3) to two (2). Additionally, the City proposes that leave days for funerals of immediate family members exceeding two (2) days only be extended to "a total of five (5) days to be charged against current sick leave..." Conversely, the DPOA proposes that the *status quo* be maintained, which would provide three (3) days of leave for the funerals of immediate family members. The language affording three (3) days of funeral leave has been in the contract between the City and the DPOA for a number of years. The City has put forth no convincing justification for a reduction in leave days for the funerals of immediate family members. Although legitimate, the cost savings associated with the City's proposal do not justify a reduction in leave days for funerals of immediate family members in light of added stress to officers. Indeed, reducing the historical funeral leave that the officers have had would add to the stress of an already highly stressful job at times of personal crisis. Furthermore, comparables to other cities indicate that the City's proposal, frankly, is below any of the listed police jurisdictions. Accordingly, considering the lack of significant, consistent cost savings and the comparables presented, the Chairman denies the City's requested changes to Article 12. The DPOA Delegate joins the Chairman in adopting the *status quo*. The City Delegate dissents.

<u>Issue No. 79</u> - Economic -	Article 37 - Bonus Vacation Days - Eliminate
<u>Issue No. 40</u> - Economic -	Article 14.D.4 - Overtime-Bonus Vacation Days - Did Not Work Roster
<u>Issue No. 47</u> - Economic -	Article 22.A - Furlough Selection-Delete-Attach Bonus Vacation Days to Furlough Days
<u>Issue No. 49</u> - Economic -	Article 25 - Emergency/Excused Leave Days-Relation to Sick and Bonus Vacation Days
<u>Issue No. 58</u> - Economic -	Article 31.E.6 - Holidays-Bonus Vacation Days
<u>Issue No. 59</u> - Economic -	Article 31.F.2 - Holidays-Bonus Vacation Days
<u>Issue No. 135</u> - Economic - Union Proposal -	Article 22-Furlough Selection and Cancellation-Sell Furlough Time-Continue to Attach Leave Days and Bonus Vacation Days to Furlough
<u>Issue No. 142</u> - Economic - Union Proposal -	Article 37-Bank and Pay Bonus Vacation Days

The above issues deal with bonus vacation days which are set forth in Article 37 of the Master Agreement which in its entirety reads:

37. BONUS VACATION DAYS

Bonus vacation days are granted for unused current sick time. Officers who have accumulated a minimum of fifty (50) sick days including both current and seniority days and have a minimum of six (6) years of service on July 1st of each year will be credited with one-half (1/2) of the unused current sick time from the previous fiscal year up to six (6) days. An officer may request to take his bonus vacation days in any sequence (except when attached to a furlough as stated below) by submitting a request in writing to his commanding officer. This request will be reviewed for the availability of personnel by his commanding officer. Seniority will be a prime consideration when several officers request the same period of time off.

An officer shall be allowed to use up to three (3) bonus vacation days in conjunction with a furlough. The request to utilize bonus vacation days in this manner must be included in the leave day request. Bonus vacation days, when connected to a furlough, shall not be canceled unless the accompanying furlough is canceled. This article does not affect or limit the right of the Department to determine the number of employees assigned to work. Consequently, there will be no increase in the total number of employees who are absent and the effect of granting an employee's request could be that the seniority leave day request of another employee (even if more senior) will be denied.

The Department must insure that bonus vacation days are expended proportionately throughout the year and are not carried until the last months of the fiscal year; therefore, on April 1st, the commanding officer shall assign the remaining bonus vacation days at his discretion. Any request to utilize unused bonus vacation days in conjunction with a furlough scheduled during the months of April, May or June must be submitted to the commanding officer by April 1st or those bonus vacation days will be assigned.

Bonus vacation time shall be deducted from the member's bonus vacation bank before compensatory time shall be taken.

As the first sentence of Article 37 clearly indicates, bonus vacation days are linked to "unused current sick time". In other words, bonus vacation days are granted as an incentive to

encourage an Officer's attendance.

The Department continues to be concerned with Officers who have absentee issues. This is the reason that the parties have negotiated an attendance program set forth in Article 36, namely, the D.P.D. 350 program. Absenteeism causes the Department overtime costs in that the Department on occasion finds it necessary to backfill for absent Officers on an overtime basis. Thus, when the City proposes in Issue No. 79 to eliminate bonus vacation days and suggests that it would save \$1.2 million per year in the Police Department alone, the proposal ignores the cost of absenteeism.

The DPOA objects to eliminating Article 37, the bonus vacation days, and proposes that the *status quo* be maintained. This is an economic issue requiring the Panel to elect one of the parties' proposals. In the view of the Chairman, for the reasons already suggested, namely, absences add to the cost of the Department's operations, any savings resulting from the elimination of the Bonus Vacation Days program would be outweighed by the cost of backfilling because of absenteeism. Furthermore, the Bonus Vacation Day program has been a part of the Collective Bargaining Agreement between the DPOA and the City for a number of years. Considering the City has show no convincing reason justifying the elimination of the Bonus Vacation Days program, the Chairman decides to maintain the *status quo*. The DPOA Delegate joins the Chairman. The City Delegate dissents.

As to Issue No. 40, since a majority of the Panel is not eliminating bonus vacation days, bonus vacation days will be part of the Did Not Work Roster. Therefore, the City's Issue No. 40 will no longer be necessary and will be rejected with the DPOA Delegate voting with the Chairman on this rejection as the proposal would remove bonus vacation days from the Did Not Work Roster. The City Delegate dissents.

As to Issue 47, the City's Last Best Offer proposes the elimination of language contained in Article 22.A regarding Bonus Vacation Days granted in connection with furlough days. The DPOA objects to the elimination of this language and supports maintaining the *status quo*. This is an economic issue with the Panel obliged to select one or the other Last Best Offer. Since a majority of the Panel, in addressing Issue No. 79, opted not to eliminate bonus days, it follows that as to Issue No. 47 that the Chairman, joined by the DPOA Delegate, will opt to maintain the *status quo* as to Article 22.A since bonus vacation days shall remain in the Master Agreement. The City Delegate dissents.

Issue 49 makes reference to Article 25, "Emergency/Excused Leave Days". The last sentence of that Article in the first paragraph reads: "All excused days will be deducted from the member's accumulated sick bank and will consequently affect the accumulation of bonus vacation days." The City proposes to remove the phrase "and will consequently affect the accumulation of bonus vacation days". The DPOA proposes the *status quo*. The City's proposal was on the assumption that bonus vacation days will be eliminated. Since a majority of the Panel rejected the proposal to eliminate bonus vacation days, a majority of the Panel, namely, the Chairman and the DPOA Delegate, will vote to reject the elimination of the bonus vacation language from Article 25. The City Delegate dissents.

Issue No. 58 addresses Article 31.E.6 and the preparation and maintenance of holiday rosters and the elimination of the phrase "and up to three (3) bonus vacation days" as proposed by the City. The DPOA proposes the *status quo*. Since a majority, namely, the Chairman and the DPOA Delegate, have voted to maintain the bonus vacation days, the same majority rejects the elimination of the preparation and maintenance of holiday rosters, the language "and up to three (3) bonus vacation days", and will vote to maintain the *status quo* and keep the reference to

the three bonus vacation days in Article 31.E.6.d. The City Delegate dissents.

Issue No. 59 is similar to issue No. 58 in that Article 31.F.2 addresses Special Rules Affecting Rotation. The City proposes to delete from Article 31.F.2 the following language:

F. Special Rules Affecting Rotation.

* * *

2. **Employees on Furlough.** For purposes of this Article, a furlough period includes the customary five (5) attached leave days and up to three (3) bonus vacation days. The furlough includes the holiday even if it should fall on the first day of the regularly scheduled furlough.

* * *

The language that the City proposed to delete is the *strikeout* language. The DPOA proposes the *status quo* and to keep the deleted language. Since the deletion assumes the elimination of the bonus vacation days and a majority of the Panel has opted to maintain the bonus vacation days, a majority of the Panel, namely, the Chairman and the DPOA Delegate, will vote to deny the request to delete the above language with the City Delegate dissenting.

As to Issue Nos. 135, 142 and 116, which are DPOA proposals, the DPOA has made the following proposals:

DPOA
PROPOSAL NO. 116
Article 37 - Bonus Vacation Days

ARTICLE 37 (NON-ECONOMIC)

Paragraph 3 of the current collective bargaining agreement shall be amended by addition the following proposed new language:

"Effective July 1, 2012 any bonus vacation days not used by June 30 of each year, shall be automatically credited with an equivalent amount of "excused time" which will be placed in the officers compensatory bank."

DPOA
PROPOSAL NO. 135

Article 22 ¶G - Furlough Selection and Cancellation

ARTICLE 22 (NON-ECONOMIC)

Paragraph G – Shall be amended as follows: “Effective with the first furlough draw after August 28, 2011, members may elect to sell up to one (1) week of furlough time (5 consecutive days) per furlough period. This shall not diminish the election to attach five leave days and up to three (3) Bonus Vacation Days in connection with the furlough. An election to sell furlough time shall be at the time of the furlough draw. Payment shall be made within thirty (30) days after the furlough draw.

DPOA
PROPOSAL NO. 142

Article 37 - Bonus Vacation Days

ARTICLE 37 - BONUS VACATION DAYS

Article 37, "Bonus Vacation Days," shall be modified upon issuance of this Award to provide that bonus vacation days that are not utilized during the fiscal year will be banked and paid at the rate of pay and rank at time of banking.

In regard to these proposals, the City's Advocate at pages 87 and 88 of his post-hearing brief writes:

3. Union Issue No. 135 - Right To Attach Bonus Vacation Days To Furlough Days Even If Furlough Days Are Sold

The City agreed to allow Officers to sell one week of furlough time. With this agreement Officers gave up their right to schedule time off using furlough time and agreed to be at work. It is inconsistent to allow that an Officer to then schedule leave days and bonus vacation days for the same time period.

Further, to allow the Officer to schedule up to eight consecutive days off even though he has sold his furlough time is unfair to others who want furlough time and maybe prevented from taking it because the employee continues to schedule leave time and bonus vacation time during that period. It is hard enough to schedule furlough time when an Officer has sold furlough days to take available vacation time for Bonus Vacation Days and leave days.

4. **The DPOA Wants The Right To Bank And Sell Any Bonus Vacation Days Not Utilized Within The Fiscal Year**

This request should be denied for the following reasons:

- Bonus Vacation Days were agreed upon because they had to be used and could not be paid out costing the City much needed cash. This is the premise upon which Bonus Vacation Days were agreed upon and placed in the Labor Contract. To now allow them to be paid out would violate the principle underlying this contract provision.
- If police officers are allowed to bank and sell unused Bonus Vacation Days it will be costly to the City. It will cost the City \$985,000 to payoff Bonus Vacation Days if all eligible officers bank and sell them. See Ex. 663.
- In the Ability To Pay portion of this Brief the City made it clear it has no cash. To allow Police Officers to convert Bonus Vacation Days into paid days negatively affects the City's cash, cash which the City does not have.

5. **Conversion of Bonus Vacation Time To Excuse Days To Be Placed In Officer's Compensatory Time Bank**

The DPOA wants to convert any unused bonus vacation days to excuse time to placed in Officers' compensatory time bank. The City opposes this request for the following reasons.

- At the present time bonus vacation days must be used or lost. It was negotiated as time off to be utilized during the fiscal year so that the problems of carryover would not exist. Further, they were negotiated such that they would be used and not cash out as compensatory time at retirement.
- Allowing the conversion of bonus vacation days to compensatory time would allow the officer to have these days paid out as compensatory time bank at retirement. The City is trying to decrease the retirement leave bank payments it must make not increase them.
- See cost implications set forth in the prior section. Ex. 663.

These proposals will add approximately \$1 million annually in cost. Based upon the City's fiscal condition, this is not the contract to add costs. The only reason the Chairman opted with the DPOA Delegate to maintain the bonus vacation days is because the bonus vacation days

was an incentive to encourage good attendance and, for this reason, had the potential of not only being cost neutral but cost effective, *i.e.*, discouraging absences and, therefore, controlling overtime. Thus, the Chairman, with the concurrence of the City Delegate, will vote to reject Union Issue Nos. 135, 142 and 116. The DPOA Delegate dissents.

Issue 50 - Economic - *Article 27 - Police Reserves*

Issue 50 addresses Article 27 of the Collective Bargaining Agreement dealing with police reserves. The DPOA proposes to maintain the current language of Article 27 and keep the status quo. Conversely, the City, in its Last Best Offer, proposes the following modified language:

The City may deploy Police Reserve Officers to assist on-duty police officers or to assist the Department by performing tasks that do not require MCOLES certification. These tasks shall be limited to traffic duty, crowd control, riding with a Police Officer if the Police Officer consents, school patrol, handling and assisting in handling abandoned vehicle, helping with special events and central events, issuing parking tickets, and taking police reports.

Since at least 1998, the current Article 27 language has been in the contract. The question of police reserves is always a difficult one for the Police unions and municipalities to negotiate to their mutual satisfaction. In Detroit, under the current contract language, which either was negotiated or awarded in a 312 arbitration, the parties have developed certain practices as to the use of police reserves. In the absence of any current negotiations on the issue, the City wishes to impose an employment term that the City may hire and deploy police reserve officers in a manner deemed appropriate by the Chief of Police. There is no evidence that the parties were negotiating to an impasse on this subject. Nor were they making any concrete proposals prior to this 312 arbitration proceeding to modify the existing practices. Based upon the lack of bargaining history, which suggests no need to change the current practice, the Chairman, joined by the DPOA Delegate, decides to adopt the *status quo*. Article 27 will continue to read:

ARTICLE 27

In continuing its policy on police reserves, the City will in no event use police reserves to perform the essential core duties of bargaining unit members or to circumvent the holiday overtime and/or any other provisions of this agreement. Should a dispute over the deployment of reserves arise, the burden of proceeding and the burden of proof in any grievance/arbitration matter shall be on the Employer to establish by probative, objective evidence, that its use of reserves did not circumvent any provision of the collective bargaining agreement, and, but for the deployment of reserves, bargaining unit members would not have been used to participate in the particular event, duty, function, activity, etc.

Reserves cannot be assigned to ride with employees unless the employee consents. Reserves shall not ride with employees assigned to one person cars except in such situations that arise under Article 6.E.4.f. of this Agreement.

The City Delegate dissents.

Issue No. 70 - Economic - Article 33 - Pension Provisions - City Right to Modify DB Plans

In Issue 70, the City proposes the addition of new language to Article 33. The language of the City's proposed Article 33.X reads as follows:

The City reserves the right to modify, amend, and/or eliminate any and all aspects of its pension/retirement plan(s), unless prohibited by law.

The DPOA objects to the insertion of the City's proposed Article 33.X. This is an economic issue. The City's proposed Article 33.X is too open ended. When parties enter into a contract, they agree to be bound by the agreed upon terms. The proposed Article 33.X could serve to deny the DPOA of the agreed upon terms contained in the contract. Once orders are issued, they should be final and binding. Accordingly, the Chairman, joined by the DPOA Delegate, declines to adopt Article 33.X. The City Delegate dissents.

Issue No. 85 - Non-Economic - Article 40.F - Miscellaneous-Service Weapon

The City wishes to amend Article 40, Miscellaneous, Section F, as follows, represented by the strikeouts, suggesting that a weapon costs in excess of \$600 and can be recycled:

F.C. Service Weapon. All employees shall be provided at no charge with their department-issued service weapon upon full service retirement; provided, however, that no employee who retires before July 1, 1995 shall be entitled to receive their Department issued Glock semi-automatic weapon unless the employee has been qualified with the Glock semi-automatic weapon for one year as of the date of retirement.

~~Effective July 1, 1989, this provision shall apply to employees who take a 40 & 8 vested pension.~~

The Department may refuse to give employees their weapon for good cause shown.

This has been designated as a non-economic issue by the parties.

The City is correct that the proviso should be eliminated because there are no Officers now employed who would be subject to the proviso. Except for eliminating the proviso, there is no reason to change the language. It has been in the parties' Master Agreement for some time, including the provision for employees who can retire at 40 and 8. For this reason, the Chairman, joined by the DPOA Delegate, will vote to maintain the current language minus the proviso. The City Delegate dissents. The language will now read:

F. Service Weapon. All employees shall be provided at no charge with their department-issued service weapon upon full service retirement.

Effective July 1, 1989, this provision shall apply to employees who take a 40 & 8 vested pension.

The Department may refuse to give employees their weapon for good cause shown.

Issue No. 88 - Economic - Article 40.I - Miscellaneous-Correction of Overpayments and Underpayments

Issue No. 88 addresses Article 40.I of the Master Agreement which is entitled "Correction of Overpayments and Underpayments." The City wishes to delete the current language and replace it with the following language:

When by payroll error an employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment pursuant to applicable law. The City reserves the right to seek immediate recovery through appropriate legal proceedings.

Here, again, the Chairman is faced with no current history of bargaining. But the Chairman is faced with a contract provision that has survived at least two 312 arbitration proceedings, if not before. The whole idea of PERA is to bargain. When this Chairman remanded these proceedings back to bargaining, as permitted by Act 312, he was hoping that he would not be faced with provisions such as this to be decided as this is a provision that should have been resolved by the parties. As it is, this provision has obviously been resolved by the parties long ago, since it has been, there is no reason, in the view of this Chairman, to modify the contract language. Therefore, the Chairman, with the DPOA Delegate concurring, will reject the City's position and continue the language of Article 40.I in the Master Agreement. The City Delegate dissents.

Issue No. 91 - Economic - Article 41.A - Wages-Additional Classification Payments

As to Issue No. 91, which references Article 41.B of the Master Agreement, the City proposes the following language with the addition of "unless modified" and the strikeout "Beginning July 1, 2004~~8~~ through June 30, 2009":

Unless modified, salaries for the following classifications will be maintained at the dollar differentials indicated for the term of this Agreement beginning July 1, 2004~~8~~ through June 30, 2009.

I. Communications Officer - Police Officer (Class Code 33-12-11)

Start	\$450 over starting salary of Police Officer
After one year	\$450 over starting salary of one-year Police Officer
After two years	\$450 over starting salary of two-year Police Officer
After three years	\$450 over starting salary of three- year Police

- | | |
|------------------|--|
| | Officer |
| After four years | \$450 over starting salary of four-year Police Officer |
| After five years | \$450 over starting salary of five-year Police Officer |
2. **Band Director - Police Officer (Class Code 33-12-14)**
\$821 over maximum of salary of Police Officer
 3. **Assistant Supervisor of Motor Vehicles - Police Officer (Class Code 33-12-15)**
\$862 over maximum salary of Police Officer
 4. **Police Data Processing Programmer - Police Officer (Class Code 33-12-26)**
Minimum: \$589 over maximum salary of Police Officer
Maximum: \$1,738 over maximum salary of a Police Officer
 5. **Radio Maintenance Officer - Police Officer (Class Code 33-12-12)**
\$862 over maximum salary of a Police Officer
 6. **Radio Systems and Planning Officer - Police Officer (Class Code 33-12-13)**
\$1,567 over maximum salary of a Police Officer
 7. **Senior Police Data Processing Programmer - Police Officer (Class Code 33-12-36)**
Police Lieutenant salary

The DPOA agrees with this language which is in the Master Agreement except the DPOA does not agree with the addition of "unless modified" and the DPOA referenced *status quo* without mentioning striking the "beginning July 1, 2008" language. The Chairman, along with the DPOA Delegate would agree with striking the "unless modified" language because once an agreement is consummated it is the parties' agreement. If the parties want to modify it, that is up to the parties. As a housekeeping matter, the "beginning" language should be struck and the DPOA Delegate agrees that the language "beginning July 1, 2008 through June 30, 2009" should be struck because it is redundant and obsolete. On this assumption, in striking the words "unless modified", the Chairman and the DPOA Delegate adopts the DPOA's *status quo* language. The

EXHIBIT A-1 (Part 2)

City Delegate dissents as he would include the "unless modified" language.

Issue No. 106 - Economic - Article 33 - Sick Leave-Restricted Duty Assignments in Discretion of City: Restricted Limited to One Year

Issue No. 106 is a proposal by the City to limit limited duty for Officers who are not injured on duty or have illnesses not connected to injuries on duty, as contrasted to injuries obtained while on duty to serving in a limited duty capacity for one year. This Chairman is familiar with such a provision whereby the Department would be distinguishing as to limited duty between Officers injured on duty and non-injured on duty Officers as this Chairman was called upon by the Chicago Police Department and the Fraternal Order of Police Chicago Lodge No. 7 to issue an opinion dated February 18, 2013 on the same subject against a background of numerous opinions issued by arbitrators in Chicago on the subject.

The Opinion gives the history of the matter in Chicago. Here, in Detroit, the record reveals that there are upwards to 60 non-IOD limited duty Officers serving in a Department of 2,000 Officers. In contrast, in Chicago, in a Department of 10,000 Officers, there are approximately 220 such Officers. This does make the point. Time lines do encourage Officers to get well and get back to full duty. This is particularly important in economically difficult times when the services of all Officers are needed on full duty.

There are provisions for disability retirements. This proposal only applies to non-IOD Officers. It does not apply to injury on duty Officers. The DPOA proposed the *status quo*, namely, no limitation, and the City proposed the one year limitation. As the Chairman understands the City's offer, the one year limitation would begin effective the date of the Order. Furthermore, the Panel must choose one or the other offer. Recognizing that the City needs full-time duty Officers and there are provisions for disability retirement and it seems that one year is a

reasonable time to recover from a disability, the Chairman, along with the City Delegate, will accept the one year limitation. The DPOA Delegate dissented, maintaining that there should be no limitation. Thus, the Order of the majority would be a one year limitation for non-IOD injuries or illnesses. There is no limitation for IOD injuries or illnesses.

Issue No. 45 - Economic - Article 20 - Eliminate Educational Reimbursement

The City has proposed that the educational stipend set forth in Article 20 under the conditions set forth therein, namely, that Officers can receive a maximum of \$850 per fiscal year applied toward tuition in seeking a graduate degree from an accredited university, a maximum of \$700 per fiscal year seeking an undergraduate degree, and \$600 per fiscal year to be applied toward payment for participating in an employment development program be eliminated. The DPOA proposes to keep the *status quo*.

This provision has been in the parties' contract since 2000. It is similar to the provision that has been in union contracts throughout the City. The City in the current financial crisis in imposed contracts has eliminated the tuition reimbursement program throughout the City. In the Tentative Agreement the DPOA agreed to suspend the educational reimbursement until July 1, 2015.

In the overall scheme of economic benefits, this benefit has not been a major factor between the parties. In fiscal year 2011-2012, there were 43 requests of an average amount of \$621 for a total of \$26,716. In fiscal year 2009-2010, there were 97 requests of an average of \$591 for a total of \$57,365. This is an economic issue. The Panel is obliged to select one or the other Last Best Offer. It is a minuscule amount. Nevertheless, it is a saving and the DPOA at one time, in view of the current history of usage, was willing to suspend the payment for three years. The Chairman is aware of the circumstances of the Tentative Agreement which was

eventually rejected by the State. Nevertheless, this was the Tentative Agreement and gives some indication of what the parties would bargain on this issue, all other things being equal.

If this was the Last Best Offer of the DPOA, the Chairman would embrace it. But it was not.

Under the circumstances and with little usage and given the City history city-wide, the Chairman will join with the City Delegate and eliminate Article 20. The DPOA Delegate dissents.

Issue No. 81 - Non-Economic - *Article 40.A - Miscellaneous-Maintenance of Conditions-Eliminate*

The City proposes to eliminate Article 40.A, the Maintenance of Conditions clause, which reads:

Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

The DPOA proposes the *status quo*.

Under normal circumstances, to the Chairman, this would be a "no brainer" and the Chairman would opt to maintain such a clause. But, because of the City's financial crisis, there will be changes in the parties' Master Agreement as a result of this Act 312. In fact, as a result of the Tentative Agreement of February 2012, there were major changes. Thus, the Maintenance of Conditions clause under such conditions is not appropriate. Hopefully, this clause can return in the future. However, under current conditions, the Chairman reluctantly must vote to at least temporarily eliminate the clause and save it for future negotiations. The City Delegate joins with the Chairman in so voting. The DPOA Delegate dissents.

Issue No. 84 - Economic - Article 40.E - Miscellaneous-Execution of Agreement Without Prejudice to Any Grievances, etc.

Article 40.E in the Master Agreement reads:

The execution of this collective bargaining agreement shall be without prejudice to any pending grievances, arbitration or other litigation except where the subject matter in dispute may be resolved herein.

The City proposes to eliminate this provision. The DPOA proposes the *status quo*.

This provision has been in the parties' Master Agreement for a number of years. To the Chairman, it is an end run to avoid pending disputes which the parties have chosen to resolve other than through negotiations or Act 312. If the parties had wished to resolve the grievances in negotiations or Act 312, they should have done so.

Having chosen not to do so, then the parties, as they have in the past, should rely on other procedures. It is for these reasons that the Chairman, joined by the DPOA Delegate, votes to keep the present language. The City Delegate dissents.

Issue No. 83 - Economic - Article 40 - Miscellaneous-Savings Clause

Article 40.D of the Master Agreement reads:

Savings Clause. If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

The City proposes to remove the clause "the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually" and replace it with the clause "the City shall in its discretion determine". The DPOA proposes the *status quo*.

The Chairman, along with the DPOA Delegate, agrees to keep the *status quo*. This is a

mutual contract. If a provision of the Agreement is held invalid, then the parties should mutually agree on a replacement. It is just that simple. The City Delegate dissents.

<u>Issue No. 140</u> - Economic - Union Proposal -	<i>Article ___ - Award of 20% of Savings from Reduction in Certain Benefits</i>
<u>Issue No. 114</u> - Economic - Union Proposal -	<i>Article 18-Leave Days-Pay 1 ½x for All Time on Restricted Weekends</i>
<u>Issue No. 136</u> - Economic - Union Proposal -	<i>New Rank of Corporal to be Established; Any Officer With 15 Years of Service Automatically Promoted to Corporal; 2% Increase</i>
<u>Issue No. 119</u> - Economic - Union Proposal -	<i>\$500 Per Year For Cell Phone Use</i>
<u>Issue No. 125</u> - Economic - Union Proposal -	<i>\$1,000 Bonus for All Officers</i>
<u>Issue No. 134</u> - Economic - Union Proposal -	<i>Field Training Officers 5% Increase in Wages</i>
<u>Issue No. 121</u> - Economic - Union Proposal	<i>Bank or Sell Furlough Time</i>

The Chairman has grouped Issue Nos. 140 (Union Proposal), which is different than City Issue No. 140; Union Issue No. 114; Union Issue No. 136; Union Issue No. 119; Union Issue No. 125; Union Issue No. 134 and Union Issue No. 121 as a group. The reason that the Chairman has done so is that these proposals represent economic enhancement over the expired Master Agreement. The Chairman has already discussed the City's ability to pay. As this Opinion and Award is being written, a State Financial Review Team on February 19, 2013 issued a report confirming the Chairman's conclusion, along with the financial private agencies' conclusions, that the City of Detroit is in a financial crisis, to say the least. Thus, when the Chairman reviews Union Issue No. 140 and Issue Nos. 114, 136, 119, 126, 134 and 121, these are all issues that seek economic improvements of one sort or another that would be proffered in a situation where there was some semblance of an ability to pay.

The Chairman appreciates that as to Union Issue No. 140, an award of 20% of savings from reduction in certain benefits had its genesis in the Tentative Agreement of February 2012 and was no doubt the result of the give and take of bargaining. But that Agreement was rejected

by the State. The savings were necessary in order to arrive at an agreement in a critical financial situation. Seeking a Corporal rank is an attempt to get a pay raise where general employees are taking a pay reduction and the City is virtually, if not, insolvent. The Chairman acknowledges that this is an attempt to mirror what occurred with the Wayne County Deputies. But it is not in the cards at this time in Detroit because of the financial crisis which is the proposal represented by Issue No. 132 to provide a 2% increase for Officers with 15 years of service to be automatically promoted to Corporal.

Issue No. 119 provides for \$500 per year for cell phone use. Again, this is a cost that the City cannot at this time afford.

Issue No. 125 represents a \$1,000 bonus for all Officers – another cost that the City does not have the financial ability to provide.

As to a 5% increase for Field Training Officers, there are some departments that do provide a stipend for Field Training Officers such as, for example, Chicago. But, again, this Chairman with these financial difficult times in Detroit, with the amendments to Act 312 brought about by Act 116 emphasizing financial ability, if there was ever a case where financial improvements, absent compelling circumstances, can be made, this is the case. The proposals listed above, including one and one-half time pay for restricted weekends, fall in this category. This does not mean, in the Chairman's view, that there might be a situation where the marketplace might compel an economic improvement. But the cost associated with these proposals would impede the ability to maintain a competitive wage in these difficult financial times. For instance, the \$500 per year cell phone payment and the \$1,000 per year bonus just for the Police Officers is estimated to be \$3 million. This is no small change.

If 50% of the Officers sold one week of furlough time, this would cost the Department

approximately \$900,000.

There would be an additional cost for the time and one-half on the restricted leave day. In addition, this provision had been rejected by three Act 312 Arbitrators, including this Chairman. this Chairman in the mid 1990's in *Case No. D92 C-0554*, noted that the issues concerning restricted days should be resolved through the grievance procedure.

Second, in his August 2003 Act 312 Award, Arbitrator William E. Long rejected an identical proposal for three reasons:

- First, Arbitrator Long stated the language in the DPOA's LBO stating that if the Department restricts leave days for any command district, precinct or part thereof, no matter how small, that this counts toward one of the six restricted days for the entire Department was unreasonable. See Ex. 674, second exhibit, at 84. The Panel also noted that "there is concern with the fiscal impact of the provision in the last sentence, which in the view of the Panel majority, unnecessarily restricts management in managing its personnel needs and adds unnecessary costs." *Id.* at Ex. 674, second exhibit, at 87.
- Second, Arbitrator Long credited the City's analysis of the cost of this provision should they need to exceed the number of restricted days at between \$154,000 and \$218,000 each day. This is obviously an astronomical cost that the City cannot afford if it is required to restrict leave days for any kind of an emergency. See Ex. 674, second exhibit, at 86.
- Third, Arbitrator Long noted that there was no record evidence to support how a six day limit on the City's ability to restrict weekend days would be enough or appropriate. Ex. 674, second exhibit, at 86-87.

Arbitrator Richard Block rejected the proposal in his March 2007 Act 312 Award. See Ex. 674, first exhibit. Arbitrator Block found that the provision would be too costly, that the City needed flexibility concerning restricted days in the event of an emergency and that there was no need shown.

Like the Long and Block Awards, this provision continues to be too costly and there has been no need shown for a change, particularly in a financially distressed city.

It is for these reasons in the economic climate in Detroit that the Chairman must vote

along with the City Delegate to deny the DPOA's request as to Union Issue No. 140 and to deny the DPOA's request as to Issue Nos. 114, 136, 119, 125, 134 and 121. The DPOA Delegate dissents.

Issue No. 124 - Economic - Union Proposal - *Economic Promotion to Sergeant Based on Seniority Only*

The DPOA as to Issue No. 124 has proposed to add a provision that promotion to and through the rank of Sergeant shall be based on length of service therein and as defined length of service. The rationale for this proposal is that promotions in the Detroit Fire Department are by seniority only rather than examination as in the Police Department. The DPOA has not pointed to any comparable police department in Southeast Michigan or anywhere in the State of Michigan where Police Officers are not promoted by examination.

Furthermore, the matter of promotion in the Detroit Police Department has been in existence since the time the parties have been negotiating. There is no basis to change.

For this reason, the Chairman, along with the City Delegate will vote to deny this request. The DPOA Delegate dissents.

Issue No. 115 - Economic - Union Proposal - *Article - Legal Representation-Increase Amount to \$300,000 for Legal Fees*

Article 28 is entitled "Legal Representation and Identification". Paragraph 5 of Article 28 provides:

Effective July 2004 and each fiscal year thereafter, the City shall either defend or reimburse the DPOA and/or member for all legal expenses and fees incurred by the DPOA or member if the member is criminally charged and/or prosecuted for conduct that arises out of or involved with the good faith performance of the official duties of the employee and the member is either exonerated or the criminal charges are dismissed. The City's obligation to defend or reimburse shall be capped at an amount of one hundred thousand dollars (\$100,000) each fiscal year. The DPOA shall upon request provide documentation supporting a

claim for reimbursement.

The DPOA proposes that the amount be increased to \$300,000. The City proposes the *status quo*. This is a cost item. As in this round of contract 312, the City opposes any increase in cost and is seeking reductions. This proposal would be costly.

In his brief, the City's Advocate notes, "With no demonstration that the \$100,000 allotted per year has either been exceeded was ever close to being exceeded, there is no justification for a change in this provision." Furthermore, the City can elect to defend with its own counsel and, indeed, \$100,000 can buy substantial services. Without a proven need for an increased amount, this Chairman, along with the City Delegate, will deny this request. The DPOA Delegate dissents.

Issue No. 117 - Economic -Union Proposal -

Article 40-Miscellaneous - City shall provide DPOA members with all greater benefits provided to others

The Union proposes a new Section L to Article 40 to read:

The City shall propose DPOA bargaining unit members with all greater economic benefits awarded and/or provided to DPCOA, DPLSA and/or DFFA.

There is presently no such provision in the Master Agreement. This is sometimes known in labor parlance as a "favorite nation" clause.

The argument being made by the City is there should be no such provision. There has not been such a provision in the past. The City proposes that the *status quo* remain.

The Panel has put together a contract based upon the unique circumstances of Police work in Detroit and more specifically the work of the Detroit Police Officers – not the Command, not the Supervisors, not the Commanders, and not the Detroit Fire Department. Each of these units have different factors and in a reorganized and reconstituted City government may

be expected in each case to be reconstituted in order to respond to the economic realities of what will become a new Detroit. In the meantime, this Panel must address the needs and limitations involved with the Detroit Police Officers Association. This Panel is addressing the City's financial ability in conjunction with the public welfare of having Police protection. The marketplace for Police Officers, which is different than the marketplace, for example, of the DPLSA or the DPCOA and the art of the possible as to Detroit Police Officers when comparing with similarly situated police officers doing police work.

It is for these reasons that the Chairman, along with the City Delegate, will deny the requested addition of Section L to Article 40. The DPOA Delegate dissents.

Issue No. 52 - Economic - Article 30 - Modify Shift Differential

Article 30 of the Master Agreement provides for shift differential, namely, if the tour of duty begins between 11:00 a.m. and 6:59 p.m., the rate of shift premium is 50¢ per hour. If the tour of duty begins between 7:00 p.m. and 3:59 a.m., the rate of shift premium is 60¢ per hour.

The City proposes to reduce the shift premium for the 11:00 a.m. to 6:59 p.m. period to 25¢ per hour and from 7:00 p.m. to 3:59 a.m. to 50¢ per hour, maintaining that this is an attempt to obtain uniformity with all bargaining units throughout the City; that this has been obtained with all the non-uniform units. The DPOA seeks to maintain the *status quo*.

There is no question that this reduction would result in a savings. But it fails to recognize that Police work does not lend itself to uniformity as might be suggested by the fiscal agreement. Here is why.

In his travels among police departments over the years, particularly in large municipalities, the Chairman has been led to believe that there are two major periods in a 24-hour period of high Police activities, namely, between 4:00-8:00 p.m. and at the time that bars

close which the Chairman is led to believe in Michigan is 2:00 a.m. And it is also recognized that criminal activity has a tendency to occur during hours of darkness. This is not always true, of course, but there is the tendency.

In addition, as a Police force grows older and is on permanent shifts as compared to rotating shifts, older Officers tend to use seniority to obtain positions on the day shift. The value of shift premiums, which usually are not available when there are rotating shifts, is to encourage some senior Officers to take the night shifts. Thus, there is a reason for shift differentials in Police work that does not apply to general employees in both the public and the private sectors.

In other words, the work of Police Officers on the afternoon and midnight shifts, by the nature of criminal activity, can be more demanding and the Department may wish to encourage a more experienced, older Officer to seek employment on the night shift by a reasonable shift differential that is not necessary to make available to employees in other types of work. Though there may be a cost savings in halving the afternoon shift differential and in docking the night shift differential by 10¢, the nature of Police work and the need for experienced Officers in times of heavy Police activity, coupled with the fact that these shift differentials have been negotiated over a long period of time, even in a fiscal crisis, causes this Chairman to vote with the DPOA Delegate to maintain the current shift differential, namely, the *status quo*. The City Delegate dissents.

Issue No. 108 - Economic - Union Proposal -

Issue No. 109 - Economic - Union Proposal -

Article 33-Pension Benefits-2.2% Multiplier

*Article 33.D.H-Pension-Include Banked
Vacation and Sick Time in Pension
Calculation*

Issue No. 110 - Economic - Union Proposal -

Issue No. 111 - Economic - Union Proposal -

Article 33-Pension-Best 3 of 5 Years

*Article 33-Pension-1.5% Escalator and
Same for DROP Plan*

The Chairman has grouped together Union Proposals represented by Issue Nos. 108, 109,

110 and 111. The DPOA and the City of Detroit entered into a Stipulated Act 312 Award in September 2011 concerning a pension multiplier and the loss of an escalator. What the DPOA proposes to introduce in Issue No. 111 is an escalator of 1.5%, to increase the multiplier from 2.1% to 2.2% (Issue No. 108), and by changing the years to be utilized in the final average compensation (Issue No. 110) from the last 60 months prior to retirement to the best three of the last five years, and to include banked vacation and sick time in average final compensation (Issue No. 109), which the City argues is contrary to the Stipulated Act 312 Award in September 2011 and is designed to alter that Award. The City introduced a report dated January 8, 2013 from actuary Joseph Esuchanko as Exhibit 741 that set forth the cost of these proposals as follows:

Increase multiplier from 2.1% to 2.2%: \$8.5M

Include longevity again, plus all banked vacation and sick leave time in AFC: \$103M

Change the definition of Average Final Compensation from last 60 months to highest three years of the last of five years: \$8.6M

Reinstitution of longevity, inclusion of banked vacation and sick time and change in years of Average Final Compensation if all were granted: \$19.5M

Add 1.5% per annum pension escalator: \$40.4M

Cost to increase multiplier, change Average Final Compensation to highest three of five years, include vacation and sick banks and add 1.5% annum pension escalator: \$73.2M. See Report, Ex. 741 at 11.

After setting forth this cost analysis, the City's Advocate at page 70 of his brief concludes:

In view of the stipulated Act 312 Award in September 2011 and the City's current financial condition, awarding the DPOA any of its proposed pension proposals is totally and completely unwarranted. Furthermore, considering that the City has already borrowed \$1.5B (the POCs) to fund the pension, any more liability is simply unwarranted.

The Chairman agrees that with the City's financial situation and the fact that only a year

previously the DPOA stipulated to the changes referenced in the Stipulated Act 312 Award of September 2011, this is not the time to make the changes sought . For this reason, the Chairman, concurred in by the City Delegate, will vote to reject the DPOA's proposals as to Issue Nos. 108, 109, 110 and 111. The DPOA Delegate dissents.

Issue Nos. 95 and 96 - Economic - Article 46-Pension Board to Provide Information to City:
City Right to Change Board

Issue No. 120 - Economic - Union Proposal - Article 46-Pension Board-Add Two DPOA
Representatives

The parties have two competing issues as to the Pension Board. The DPOA proposes to have the right to add two Trustees elected to the Police and Fire Pension Board. Presently, the Pension Board's composition has a 50/50 representation as a result of an Act 312 decision by Arbitrator William Long and then confirmed by Arbitrator Ken Frankland as a result of the September 2011 Stipulated Award. Although there was testimony by DPOA President Diaz suggesting that the Commander representative favored management, with the Long and Frankland Awards favoring the current composition and the method in the contract for breaking ties, there is no persuasive reason to overrule previous arbitrators on this issue.

For this reason, the Chairman, along with the City Delegate, will vote for the *status quo*. The DPOA Delegate dissents.

As to Issue No. 95, this issue is the opposite of Issue No. 121 and is an attempt to change the composition of the Board proposed by the City by eliminating the deadlock mechanism implemented by Arbitrator Long in *Case No. D01 D-0568* and to provide in Paragraph L language "The City reserves the right to change the composition structure and decision making procedures of the Pension Board". The Chairman, joined by the DPOA Delegate, will vote for the *status quo*. The City Delegate dissents.

As to Issue No. 96, except with the elimination of the reference to the CET and replacing it with the word "order", which is housekeeping language, the Chairman, joined by the City Delegate, will adopt Issue No. 96 which provides as follows:

- M. Within fifteen (15) days of the effective date of this CET, the Pension Board shall provide to the Mayor and City Council all pension plan documents, including but not limited to: Plan Documents, Plan Amendments, Favorable Determination Letters (Pension Only), Summary Plan Descriptions, All Summaries of Material Modification, Model Enrollment Forms, Insurance Contracts, All Funding/Actuarial Reports, All Explanations provided to Participants/Employees such as "Benefits at a Glance" and/or other summaries. The Pension Board shall provide to the Mayor and City Council all future amendments to any such documents within five (5) days of the amendment.

This seems to be a reasonable provision as, since the City is supplying funds for financing the pension obligations, the City is entitled to the pension documents as set forth in the above provision and Paragraph M should be incorporated into Article 96 of the Master Agreement.

Issue No. 123 - Economic - Union Proposal - *Article 40-Miscellaneous-Canine*

Article 40.K of the Master Agreement provides:

- K. **Canine.** With respect to any assignment made to Canine (K-9) on or after July 1, 2007, the City may, at its discretion, direct the member on said assignment to return all departmental dogs under the age of five and all departmental equipment to the department at such time as that member is no longer assigned to Canine.

The DPOA proposes to replace Section K as follows:

Paragraph K - Deleted to reflect the fact that DPOA bargaining unit members retiring from and/or leaving the canine unit will be permitted to keep their canine.

There is no evidence that there was bargaining over this provision. The City proposes to keep the *status quo*, making the return of equipment optional at the discretion of the Department

for dogs under the age of five. This provision was in the Master Agreement as a result of negotiations. There is a cost, although minor, in the scheme of things. But, with the lack of negotiations, even on the remand, the Chairman will not vote to modify the Master Agreement. This is a matter that should be negotiated between the parties. For this reason, the Chairman will vote with the City Delegate to maintain the *status quo*. The DPOA Delegate dissents.

Issue No. 28 - Economic - *Article 13.A and B - Off-Duty Court Appearance-2x Straight Time*
Issue No. 29 - Economic - *Article 13.D - Off-Duty Court Appearance First 60 Hours as Comp Time*
Issue No. 30 - Economic - *Article 13.G - Off-Duty Court Appearance - Holiday Court Appearance 1 ½x*

The City proposes to modify four Sections of Article 13 addressing off-duty court appearances. The City as to Article 13.A proposes to change the minimum time for off-duty court appearances from three hours at time and one-half to two hours at straight time (Issue No. 28) and to delete the sentence, "Off-duty court appearances for a period of less than 45 minutes which about a prescheduled shift may be treated as either overtime or court time at the option of the Department".

As part of Issue No. 28, the City proposes to amend Article 13.B so that the second paragraph shall read, "If the actual amount of time spent in court is less than two hours, the member shall be credited with two hours worked at straight time" and to amend the third paragraph of Article 13.B to read, "If the court appearance is for two hours or more, the member shall be carried working for the actual amount of time worked".

Issue No. 29 addresses Article 13.D and provides, as proposed by the City, "Each fiscal year, the first sixty (60) hours of off-duty court time for any member shall be compensated through credited compensatory leave time placed in the member's leave bank and not cash payment. After the sixty hours of off-duty court time are worked in the fiscal year, the member

shall have the option of being paid in cash or being credited with compensatory time.

Furthermore, such off-duty court time shall be paid in cash rather than granting compensatory time when necessary to comply with F.L.S.A. requirements". In the Master Agreement, the member has the option to be credited with compensatory time or being paid in cash, subject to FLSA requirements.

Issue No. 30 is a proposal that "a member who is required to appear in court on a holiday will receive credit either for an off-duty court appearance at the two hours straight time minimum or holiday premium pay (1x) for the actual time spent on the court appearance whichever is greater". The Master Agreement had provided in Section 13.G, "...at three hour minimum or holiday premium pay (2x) for the actual time spent on the court appearance, whichever is greater".

The DPOA proposes the *status quo*, namely, the language in the Master Agreement.

The City notes, as in Exhibit 646, overtime costs for the Department for 2011-2012 were \$24 million; that changing court time for two hours straight time from three hours at time and one-half would save the Department \$1.5 million annually; that requiring the first 60 hours of court time as banked as compensatory time would save the Department \$700,000 per year.

The fact is that in the Tentative Agreement of February 2012, the DPOA, as an attempt to assist the City to save money, did agree to these proposals as to off-duty court appearances, namely, "Article 13 'Off-Duty Court Appearances' of the collective bargaining agreement shall be modified through August 13, 2015 to provide as follows ...". As the Chairman interprets the Agreement, the DPOA was willing to agree to these modifications for a period of three years on the condition that the savings represented by the modifications, along with other savings, would first sunset and, in the Tentative Agreement, would provide that the DPOA members would

receive 20% of the savings represented by the Tentative Agreement. Then, too, there was to be no reduction in salary and longevity. Nevertheless, the State rejected the Tentative Agreement because allegedly there was not sufficient economic savings.

The matter has come before an Act 312 Panel. This Panel will recommend a two year contract under certain conditions. The Panel will provide for certain additional savings that were not in the Tentative Agreement, including certain provisions for structural changes that will aid in reorganizing the Department to be economically more efficient and yet provide the Officers with a pathway for a more competitive wage.

As the Chairman sees the proposal of the City, it is in three parts, namely, the court appearance being two times straight time, the first 60 hours as comp time, and holiday court appearance as time and one-half. The City noted at page 59 of its advocate's brief that "The City requests these changes for the following reasons". The fourth reason that the City gives is:

The DPOA agreed to this provision as part of the Tentative Agreement. See Ex. 771, p. 1. Although the Tentative Agreement was rejected by the State of Michigan because it did not provide sufficient overall savings and because the Labor Contract would be extended to June 30, 2015, there is support for this concept from the DPOA.

As to Issue No. 29, the bank of compensatory time would save the Department \$700,000 per year and for this reason this Chairman, along with the City Delegate, will opt for this proposal with the DPOA Delegate dissenting. However, as to changing Article 13.A and B as proposed and Article 13.G as to holiday court appearances as proposed, the Chairman, along with the DPOA Delegate, will opt for the *status quo*. Though the changes would represent a savings in overtime, depriving the Officers of a long time benefit is not the way to obtain the savings. What needs to be done is to encourage the Officers to write tickets. If the Department wishes to control overtime as to court appearances and holiday court appearances, then the Department

should consider adopting the technique that is prevalent in other Michigan municipal police departments, namely, to have a supervisor negotiate with the citizens who are ticketed and only have the court Officers come to court in the event there are contested tickets. This works well, particularly in suburban departments and controls overtime. There was no showing that the Department has utilized this technique to control overtime justifying eliminating a long-standing contractual benefit.

Based upon this analysis, a majority of the Panel will continue the *status quo* as to Article 38.A and B and Article 13.G with the City Delegate dissenting. As to Issue No. 29, the Chairman, concurred in by the City Delegate, will agree to adopt the City's proposal as to off-duty court appearances for 60 hours at comp time. The DPOA Delegate dissents.

<u>Issue Nos. 71 and 72</u> - Economic -	<i>Article 35.A.2 - Sick Leave-Freeze Sick Leave Banks; Limit Future Accrual of Sick Leave; Elimination of Seniority Sick Leave</i>
<u>Issue No. 73</u> - Economic -	<i>Article 35.B - Sick Leave-Use of Sick Time for Family and Relatives Discretionary</i>
<u>Issue No. 74</u> - Non-Economic -	<i>Article 35.F - Sick Leave-Call in Sick Daily Until Doctor Note</i>
<u>Issue No. 75</u> - Economic -	<i>Eliminate Pay-Out of Sick Leave Accrued After July 17, 2012</i>
<u>Issue No. 76</u> -	<i>Interest Payments</i>
<u>Issue No. 77</u> -	<i>Drop Plan Participants-Receipt of Payouts</i>
<u>Issue No. 78</u> -	<i>Reservation of Right to Cap Accumulation of Sick Leave and Compensatory Time</i>

The City has proposed the above four listed Issues. Issue Nos. 71, 72, 73, 76, 77 and 78 are proposed amendments to Article 35 addressing sick leave. Issue No. 75 addresses an overall elimination of payout of sick leave accrued after July 17, 2012. All of the Issues are deemed economic except Issue No. 74, which is deemed non-economic.

There are two types of sick leave in the Master Agreement. The current sick leave provides that an Officer earns one sick day per month which is placed in a sick leave bank,

namely, the current sick leave bank. In addition, after one year, an Officer is credited with five seniority sick days in his or her sick bank. Both banks, current and seniority sick time bank, can accumulate without limitation.

Issue No. 71 is a City proposal that the current sick leave bank be frozen as of July 17, 2012 and that further accumulation of current sick leave banks will be capped at 300 hours.

Issue No. 72 eliminates seniority sick days and freezes existing seniority sick banks.

Though the City maintains, based on Exhibit 659, that the value of seniority sick banks in the Police Department is approximately \$2 million every year and that this is an ongoing liability, the fact is that seniority sick banks have been part of the parties' Master Agreement for a number of years. This provision is in the parties' contract as a guarantee against catastrophic injury or illnesses. With no evidence of negotiations to limit the effect of this provision, the Chairman, joined by the DPOA Delegate, will vote to maintain the *status quo*, namely, the present provision in the Master Agreement as to seniority sick bank and the unlimited accumulation of seniority sick leave with the City Delegate dissenting.

As to Issue No. 71, the Chairman recognized that the payout of sick time at retirement is a cost. The DPOA proposes as to Issue No. 71 that the *status quo* be maintained, noting that the unlimited accumulation of current sick time has been in the parties' Master Agreement for some time. The Chairman appreciates that this creates a substantial economic obligation on the part of the City. Yet, the Department is concerned about absenteeism and its effect on the Department's 24/7 operation and the need to have Police on the streets; that absenteeism interferes with the Department's operation. If Officers in effect have no incentive not to use sick days despite the possibility of discipline, the incentive to accumulate sick days as insurance against catastrophic illnesses or the award in accumulation could very well impact on the efforts of the Department to

avoid absenteeism and the overtime caused by absences.

There are creative ways that the Chairman has seen in other departments to address the so-called legacy costs created by the payouts at retirement or leaving the Department of accumulated sick time. But the proposal of capping, particularly at the low number of 300 hours, would not fit in to the concept of the art of the possible and would not, in the opinion of the Chairman, shared by the DPOA Delegate, have been reached at the bargaining table.

For this reason, as to Issue No. 71, the Chairman, joined by the DPOA Delegate, will opt to remain the *status quo* and reject the City's proposal. The City Delegate dissents.

As to Issue No. 75, the City proposes that a member shall receive full pay for 100% of the unused accumulated sick bank accumulated as of the date of July 17, 2012. Payment shall be made after permanent retirement/separation within 90 days if the amount is less than \$10,000 and if in excess of \$10,000 the amount shall be paid in semi-annual installments for a period of three years on September 1st and August 1st with no interest due.

The DPOA proposes the *status quo* as to Article 35.M which gives the Officer the option to take a payment of the accumulated sick time or choose to receive the three year average of 25% of the unused accrued sick leave bank in one (1) ... and have the sum included in the final average compensation used to compute the member's service pension of the retirement allowance. ... The lump sum payment the member will receive will be the remaining value of the unused accrued sick leave as provided ... above.

The Panel must choose one or the other option. Issue No. 75 assumes a cap on sick leave and, as explained on Issue No. 73, a majority of the Panel has rejected the cap on sick leave because such a cap could well encourage absenteeism which the Department wishes to avoid. For this reason, the Chairman, along with the DPOA Delegate, votes to maintain the *status quo*

as to issue No. 75 and maintain Article 35.M. The City Delegate dissents.

As to Issue No. 76, the City in the event, which was the case, that a majority of the Panel rejected the City's Issue No. 75, nevertheless proposed that payments made on sick leave accumulations, if the amount is less than \$10,000, be paid within 90 days after permanent retirement/separation and if in excess of \$10,000 the amount shall be paid in semi-annual installments for a period of three years on February 1st and August 1st with no interest due. The Chairman interprets this to mean that if the payments are not made when due, then interest would be paid. On this basis, the Chairman will vote with the City Delegate to accept this proposal as to issue No. 76. The DPOA Delegate dissents. This ruling is subject to the ruling on Issue No. 77.

As to Issue No. 77, the City proposes that DROP Plan participants may only receive payout of sick time when they permanently retire, not when they enter the DROP Plan. Under the expired Master Agreement, DROP Plan participants receive sick leave payout when they enter the DROP Plan and continue to work as Police Officers. This proposal could save money to the City. However, it has an unintentional consequence. For this reason, the City would ask to amend the proposal to permit Drop Plan participants at the time they enter the Drop Plan to exercise the option, if desired, set forth in Article 35.M.2 and defer after collecting the three year average of 25% of the unused accrued sick leave bank available at the time of entering the Drop Plan would be received at the time the participant permanently retires. The City agrees to amend the proposal accordingly with the concurrence of the DPOA. Though the DPOA objects to the proposal, the Chairman and the City Delegate concur in the proposal with this amendment, namely, that the Drop Plan participant may exercise the 35.M.2 option at the time of entering the Drop Plan with the understanding that the remaining value of the unused accrued sick leave bank

shall not be paid to the Drop Plan participant until the Drop Plan participant permanently retires.

As to Issue No. 78, the City proposes, "The City reserves the right for purposes of retirement payout to cap the number of hours a member may accumulate in their sick leave and compensatory time banks or to the extent allowed by law, cap the amount of payouts from such banks upon retirement." The DPOA objects to such language.

The Chairman has been asked in these proceedings to rule on provisions, including proposals as to caps on payouts. The Chairman, with one or the other Delegate, has made rulings. Once making these rulings, this becomes part of the contract. If the rulings do not modify the Master Agreement, the language or the practices developed under the Master Agreement remain. What Issue No. 78 does is to ignore negotiations, ignore the provisions of the contract that have been crafted between the parties over the years, and these Act 312 proceedings which were carefully developed by the parties through testimony and extensive briefs. There is no place in these proceedings or in the Master Agreement for such language. It fails to recognize that there are two parties to the Agreement. For this reason, the Chairman, joined by the DPOA Delegate, will reject the City's proposal on Issue No. 78. The City Delegate dissents.

In Issue No. 73, the City seeks to amend Article 35.B by amending the last sentence of the first paragraph entitled "Sick Time Credit" as follows:

The granting of sick time for attendance upon these relatives is at the discretion of the City and not limited to any given number of days per fiscal year. However, no more than three (3) days will be granted in one instance.

The City is adding the language "at the discretion of the City" and striking out "and not limited to any given number of days per fiscal year".

The City's Advocate correctly recognizes in his brief the possible impact of the Family and Medical Leave Act on this language, as does the Chairman. Furthermore, the current language has been in Master Agreement for some time. The DPOA objects to this language change.

For these reasons, the Chairman, joined by the DPOA Delegate, will opt for the *status quo* as proposed by the DPOA. The City Delegate dissents.

Issue No. 74 is non-economic. The issue deals with Article 35.E which is entitled "Reporting Illness or Disability". The City proposes one change, namely, notification on a daily basis. The City tells the story of an Officer who when asked to notify the Officer's Command, actually sought a protective order. The Chairman finds this incredible. Though the Chairman appreciates that the DPOA objects, the Chairman finds that this proposal is reasonable to a point. The language should be further refined to clarify that if an Officer is hospitalized that the Officer does not have to call in daily or if the Officer is recuperating from a hospital stay at home that the Officer, if producing a medical statement that indicates when the Officer may return, that this would not require the Officer to call in daily.

In other words, the language should be refined so that it is clear when the daily requirement is to be met.

The Chairman, along with the City Delegate, will approve of the concept once the City clarifies exactly when the daily requirement is to be met. In other words, if an Officer is out, presumably the daily requirement will be met until the Officer produces a doctor's statement indicating the times of illness and return date or when the Command knows that the Officer is recuperating under a direction of a doctor and has documentation to that effect or is in the hospital. The language should be refined. If there is a dispute between the parties as to the

refinement, then it should be returned to the Panel for refinement. Otherwise, the concept is sound.

Therefore, the Chairman will join with the City Delegate, recognizing that the DPOA objects to this change but, in the interest of completing this contract immediately, will adopt this language subject to the comments of the Chairman here. If there is a dispute in any given case as to any discipline over the failure to call in because it fell into one of the categories discussed by this Chairman, that dispute should be attached either to an expedited arbitration at the next expedited arbitration date if the discipline is meted out or to a regular arbitration with these comments so that the umpire will understand the intent behind the change approved by a majority of this Panel. The DPOA Delegate dissents.

Issue No. 80 - Economic - Jury Duty

The City proposes to replace Article 35, "Jury Duty" with entirely new language. The new language proposes that "An employee shall be allowed to attend jury duty without pay. An employee may elect to use paid leave for any day he/she serves on jury duty. Jury duty time shall not be counted as time worked for the purposes of computing overtime." This is Section A of the new Article 35. There is also Sections B and C. In Section B there is a provision that provides, "that the Department shall have the discretion in seeking to have the employee excused when his services are essential".

The DPOA proposes to maintain the *status quo* which provides that jury time is paid time and that the jury fees are to be returned to the City.

The City's rationale for the change as set forth in its counsel's brief is, "One of the goals of the Annex D of the Financial Stability Agreement was that there be uniformity in contract provisions." The brief goes on to point out that, except with unexpired labor contracts, the City's

expired contracts now have the proposed language.

The Chairman appreciates the desire for uniformity. But there are two reasons why the Chairman will vote with the DPOA Delegate to maintain the *status quo*. First, there is only so much that can be accomplished in an Act 312 and one negotiations. The provisions for jury duty would not be the main focus of negotiations between the parties because there is no showing that it represents a financial savings. Second, the provision as to seeking to have the employee excused is always the Department prerogative. The Department could issue a Special Order without any contract provision asking that all Officers notify the Department as to pending jury duty notification and then exercise the right to seek to have the Officer excused.

Finally, in many cases, an Officer will no doubt be excused as compared to the general employee population. It is doubtful that a Police Officer would be permitted to sit on a jury involving a criminal matter. It is doubtful that a Police Officer would be permitted to sit on a jury involving litigation against another Police Officer or the City. Thus, there was no persuasive reason in the grand scheme of things, particularly when there were no negotiations, to change this provision. For these reasons, the Chairman will vote with the DPOA Delegate and reject the City's proposal and maintain the *status quo*. The City Delegate dissents.

<u>Issue No. 26</u> - Economic -	<i>Article 10.C - Seniority-Assign to Avoid OT</i>
<u>Issue No. 31</u> - Economic -	<i>Article 14.A - Overtime-Dept. Has Right To Limit OT by Reassigning, etc.</i>
<u>Issue No. 36</u> - Economic -	<i>Article 14.D - Overtime-Assign OT Without Regard to Preschedule OT</i>
<u>Issue No. 43</u> - Economic -	<i>Article 14.E.9.F - Overtime-Assign From Straight time From Any Entity</i>
<u>Issue No. 32</u> - Economic -	<i>Article 14.B.1 - Overtime-Eliminate Daily Overtime</i>
<u>Issue No. 34</u> - Economic -	<i>Article 14.C - Overtime-Work 80 Hours for OT</i>
<u>Issue No. 33</u> - Economic -	<i>Article 14.B.4 - Overtime-Not Include Sick Time For OT</i>
<u>Issue No. 35</u> - Economic -	<i>Article 14.C - Overtime-Calculation</i>

Issue Nos. 37 and 38 - Economic - *Article 14.D.2 - Overtime-Notice of OT*
Issue No. 39 - Economic - *Article 14.D.3 - Overtime-Union Verify OT Lists*
Issue No. 42 - Economic - *Article 14.D.9 - Overtime-Not Call More than 10 For OT*
Issue No. 129 - Economic - Union Proposal - *Article 14 - Overtime-Eligible to Work*
Overtime on a Furlough Day

Overtime is an important issue to both the DPOA and the City. For a financially strapped City in fiscal year 2011-2012, the overtime cost for the Police Department was \$24.9 million. In fiscal year 2010-2011, it was \$24.3 million. Not all of this was attributable to the Police Officers. Some was attributable to the Lieutenants and Sergeants as well as the Command. Yet, this is a substantial cost. On the other hand, Police Officers do rely on overtime.

Issue No. 33 is a proposal to amend Article 14.B.4 as follows: "Time off due to furlough, liquidation of compensatory time, and other paid absences (not including sick leave) shall be considered as time worked when applying overtime rules."

The Chairman begins with the discussion that in the Tentative Agreement of February 2011 the DPOA did agree to a modification besides court time as to overtime costs for, in Paragraph 6 of the Tentative Agreement, the following was provided:

Overtime. Article 14, "Overtime," shall be modified to provide that unless otherwise compelled by the Fair Labor Standards Act, members shall not be eligible for any overtime compensation in any pay period in which the member fails to work at least eighty (80) hours. Sick time shall not be considered as time worked in meeting the 80 hour work requirement, but time off due to furlough, liquidation of compensatory time, and other paid absences shall continue to be considered as time worked.

The DPOA rejected the City's proposal despite the Tentative Agreement. There is a logical reason for accepting the City's proposal. It discourages the casual taking of sick time on a daily basis for an Officer can still be called in to work overtime without any penalty for taking off sick. The taking of casual sick time will be discouraged, thereby aiding in the control of sick

time.

Based upon this analysis and the fact that the DPOA was agreeable to this provision at one time, the Chairman, along with the City Delegate, will agree with the City's proposal as to Issue No. 33. The DPOA Delegate dissents.

As to Issue No. 34, the City proposes that overtime shall be calculated on the following basis: "... unless otherwise compelled by the Fair Labor Standards Act, members shall not be eligible for any overtime compensation in any pay period in which the member fails to work at least eighty (80) hours". In the City's brief, it is stated that the purpose of this provision is "elimination of sick leave as time worked for purposes of calculating the 80 work hour requirement before overtime begins. Time off for furlough, compensatory time and other leave time (except sick time) will be considered time worked". The provision provides elimination of daily overtime (i.e., overtime after eight hours in a day) and payment of overtime only after 80 hours worked in a pay period.

The Chairman, along with the City Delegate, will vote to include this clause with the DPOA Delegate dissenting, with the clear understanding that the clause should have language consistent with the post-hearing brief that "time off for furlough, compensatory time and other leave time (except sick time) will still be considered time worked". This is the intent of the language and it should be in the contract. This is not an amendment. This is the intent and it is consistent with Issue No. 33. The whole idea of the language is to eliminate time and one-half for time after eight hours.

As to Issue No. 26, the City proposes to add to Article 10.C.4, "The Department may transfer, assign members to different entities on a day to day or week to week basis to limit, avoid or eliminate overtime or for other staffing or manpower purposes." The DPOA objects.

This came from the CET.

As to Issue No. 31, the City proposes to add in Article 14.A, "The Department retains the right to limit overtime in determining the deployment, assignment of personnel and resources, including transferring/reassigning employees to different entities on a day to day or week to week basis to limit, avoid or eliminate overtime."

There are difficulties with these two proposals, causing the DPOA to object to these additions. Until very recently, the Department had a Tactical Unit -- one on the east side and one on the west side -- where the Officers in that Unit were familiar with the entire City and could fill in where there was a need in any District or Precinct. The Chairman appreciates that that Unit has been disbanded. Based upon the proposed Issue Nos. 26 and 31, the proposals ignore seniority and could be causing seniority Officers being transferred while junior Officers are not being transferred. In the case of Issue No. 26, there appears to be an end run around seniority provisions as the last phrase, "or for any other staffing or manpower purposes", does not seem to have anything to do with overtime provisions. Then there is the safety problem in that an Officer could be transferred to an area where the Officer is unfamiliar. An Officer could be transferred to a so-called delta zone and be unaware that the Officer is in a delta zone. The Chairman understands a delta zone is a zone known as being an area where there is a tendency of hostility toward Police Officers. Officers who work such an area are familiar with such dangerous parts, whereas Officers unfamiliar with the area, coming from other areas in the City, would not be.

It is all these factors that cause this Chairman to join with the DPOA Delegate in rejecting the proposals of the City in adding in the contract proposals represented by Issue Nos. 26 and 31. The City Delegate dissents.

As to Issue No. 39, the City proposes to add to Article 14.E.3.a.c which reads, "The

Union shall verify and notify the City of any discrepancies in the overtime roster and indemnify the City if its failure to notify the City results in a grievance for overtime". The DPOA objects to this provision. In the absence of negotiations over this provision, the Chairman will opt not to honor this request. This is a matter for the bargaining table, not Act 312, particularly when there were so many other issues presented. The DPOA Delegate agrees with the Chairman. The City Delegate dissents.

Issue Nos. 36, 37 and 38 address changes as to the procedures in addressing prescheduled overtime. Presently, the Department is operating in patrol on a 12 hour schedule.

Issue No. 42 addresses a limitation on the number of calls that are to be made before on-duty personnel are offered the opportunity to accept overtime and does provide by mandatory overtime by inverse seniority when the daily on-duty roster in the event a sufficient number do not accept the overtime assignment. With 12 hour shifts there is a problem with such a provision if the junior Officer or any Officer on duty has already worked 12 hours, namely, a problem with fatigue.

A majority of the Panel will address the 12 hour schedule on patrol elsewhere. It seems that even if, based upon the majority opinion, the Department and Patrol goes back to eight hours, there is no showing of a need for the changes proposed by the City as to Issue Nos. 36, 37, 38 and 42; that without negotiation there is no indication that the parties would have reached some accommodation. Thus, the Panel has not been given any guidance of what would have occurred at the bargaining table. Since the present language on these subjects has been in the contract for some time, the Chairman, along with the DPOA Delegate, will opt to make no changes to the Master Agreement as to Issue Nos. 36, 37, 38 and 42. The City Delegate dissents as to Issue Nos. 36, 37, 38 and 42.

As to Issue No. 43, the City proposes to add an Article 14.E.9.f which would read, "The Department reserves the right to assign Officers on straight time from any entity in the City to avoid utilization of any overtime." The DPOA objects. The Chairman appreciates the sentiment behind the City's Last Best Offer as to Issue No. 43. There is, however, a limit to the quest to control overtime. There are the seniority provisions in the contract. There are the bid rights to certain entities which are to be followed. There is the limitation on assigning out rights. This language, to the Chairman, seems too broad and ignores other provisions of the contract that the parties over the years have negotiated. There are provisions sustained by this Chairman, with the concurrence of the City Delegate, in this Opinion that will assist the City in controlling overtime costs and yet protect basic contract rights that have been negotiated over the years between the City and the DPOA. This language as written would not pass muster at the bargaining table. This is another situation where the Chairman is limited to the parties' Last Best Offers. Without protective language giving recognition to other provisions in the contract, this Chairman cannot adopt this language.

It is based upon this analysis that the Chairman is joined by the DPOA Delegate in rejecting the City's proposal as to Issue No. 43. The City Delegate dissents.

Issue No. 129 seeks to amend Article 14.D.5, Overtime, by adding furloughs to the times that employees "are entitled to participate in pre-scheduled overtime opportunities". Reviewing Article 14.5, the symmetry of the provision and its meaning would suggest that furloughs should be included if in fact there is pre-scheduled overtime. Therefore, the Chairman, along with the DPOA Delegate, will vote to add furlough to Article 14.5 as proposed by the DPOA. The City Delegate dissents.

Finally, as to Issue No. 35, Overtime Calculation, because longevity will be restored the

second year of the contract by a majority vote, the calculation in Article 14.C shall remain as in the Master Agreement with the Chairman voting with the DPOA Delegate to maintain the Article 14.C overtime calculation without changes. The City Delegate dissents.

Arbitration:

<u>Issue No. 14</u> - Non-Economic -	<i>Article 8.A - Arbitration-2 Umpires, Not 4</i>
<u>Issue No. 128</u> - Economic - Union Proposal -	<i>Article 4 - Basis of Rep - Special Conferences Held Within 5 Days)</i>
<u>Issue No. 130</u> - Non-Economic - Union Proposal -	<i>Article 14-Overtime-Prescheduled O.T. Grievance Heard by Arbitrator Within 30 Days</i>
<u>Issue No. 131</u> - Non-Economic - Union Proposal -	<i>Article 17-Arbitration on Performance Review Within 30 Days</i>
<u>Issue No. 132</u> - Non-Economic - Union Proposal -	<i>Article 36 - Regularity in Sick Leave Benefits - Arbitration on Attendance Issues Within 30 Days</i>
<u>Union Proposal No. 146</u> - Economic -	<i>Article 7 - Non-Economic: Payment of Umpire for cancellation days by party cancelling hearing)</i>
<u>Issue No. 16</u> - Non-Economic -	<i>Article 8.F - Arbitration-Back Wages</i>

There are seven issues dealing with arbitration or related to dispute resolution in the parties' Master Agreement. The Chairman has grouped these issues together for the purposes of convenience.

The Master Agreement provides for four Umpires. Currently, the parties are operating with three Umpires with one vacancy. This is Issue No. 14. The City proposes to reduce the number of four Umpires to two. The City's rationale is threefold. First, the number of Officers assigned to the Labor Relations Law Unit has decreased since 2008 from a high of six Officers in the unit plus an Inspector to three Officers in the unit plus an Inspector, although recently a fourth Officer has been added to the unit.

In addition, the Law Department in most cases has not been furnishing counsel as it has in the past, adding further strain to the Labor Relations Law Unit. Though this Chairman, who also

serves as an Umpire for the parties, is aware of the situation, and also the argument that the parties have been able, nevertheless, to dispose of a number of cases under these circumstances as the parties have embarked on an ambitious mediation process, the Chairman is not persuaded that at this juncture there is a need to reduce the number of Umpires. This may be an issue in the future or by negotiations between the parties. But, this is not a matter that at this time should be addressed in Act 312. For this reason, the Chairman, joined by the DPOA Delegate, will opt to vote to decline the City's proposal to reduce the number of Umpires. The City Delegate dissents.

Issue No. 128 addresses Article 4, Section 2, the provision for Special Conferences, which provides that "arrangements for such special conferences shall be made five (5) calendar days in advance whenever possible." The DPOA proposes to amend Section 2 to read, "Arrangements for such special conferences shall be made and take place within five (5) calendar days of the request". The argument was made that there have been delays in scheduling Special Conferences. The response of the Department was that it takes time to gather information needed to be presented for Special Conferences and whether the Chief or other high ranking Officers are needed to be present. Particularly in this time of reorganization in the City and within the Department itself, there will be substantial time demands on the Chief and other high ranking Department Officers that could very well make it not possible to meet the five day deadline and the fact that the present "wherever possible" language has been in the contract for some time, causing the Chairman, along with the City Delegate, to vote to decline to adopt the DPOA proposal and adopt the City's proposal to keep the *status quo*.

Issue No. 130 is a proposal by the DPOA to add a sentence to Section D.10 concerning overtime grievances to reflect "the grievance shall be heard by an arbitrator within thirty (30) days from the date of the submission of the grievance as an extra day on an expedited basis."

Issue No. 131 is a proposal by the DPOA amending Article 17.D to read, "The Personnel Bureau shall convene the Performance Evaluation Board to hear the matter within forty-five (45) days of the date of the written request to appeal. If the appeal is not heard within forty-five (45) days, the Performance Evaluation shall be increased to its prior rating." The City points out that there may be reasons that the Evaluation Board may not be able to be convened within 45 days and that the result could well be that an underperforming Officer could, by a technicality, not have his or her true rating recorded.

Issue No. 132 is a proposal to add an extra arbitration date under Article 36.H addressing disputes concerning the Attendance Control procedures. The City objects to these proposals. The DPOA argues that such disputes need expedited resolution. The City argues that with its limited staff which also have other duties it will not be able to keep such deadlines.

The Chairman, in reviewing these proposals, would vote to deny same. The current expediting process has been resolving a number of the attendance issues promptly. In fact, there is time on the regular one-day process per month to resolve additional cases. The parties need more time to develop the current procedures. If they are not working, then the parties can sit down and refine the process. Until this is done, within the parties' respective current resources, there is no reason to memorialize any changes. This may be necessary in the future, but not until there has been further experience both in the Performance Evaluation Board and in the expedited process. It is for this reason that the Chairman, along with the City Delegate, votes to reject the DPOA's proposals as to Issue Nos. 130, 131 and 132. The DPOA Delegate dissents.

In this arbitration section, the Chairman appreciates that he has voted in most cases to reject the DPOA's proposals along with one City proposal. But these proposals, including the City proposal, should have been addressed at the bargaining table. They are proposals that in a

true impasse situation would have not reached impasse. The Chairman's approach was to address the larger issues that these circumstances have brought to the Panel and to recognize that the issues brought forth that the Chairman has dubbed the "arbitration issues" need time to be worked out between the parties based upon further experience. This explains the Chairman's approach.

As to Issue No. 16, the City proposes an overhaul of Article 8. F regarding arbitration of back wages claims of DPOA members. Specifically, the City Proposes that Article 8.F read:

ARTICLE 8.F

All claims for back wages shall be limited to the amount of wages that the employee would have earned, less any compensation for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, City-Funded Long-Term Disability Insurance, Sickness and Accident Insurance or Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein; and when an employee is suspended pending disposition of charges against him, there shall be no offset of interim earnings provided he is exonerated and restored to duty. In consideration for the above, the Union agrees to process cases of officers under suspension in a prompt manner.

The City's proposed changes to Article 8.F would significantly alter a contractual provision that has been included in the agreement between the City and DPOA for many years. Conversely, the DPOA argues for maintaining the *status quo*. Under the current circumstances, there is no reason for a change to the current language of Article 8.F. As an economic issue, the Chairman adopts the proposal of the DPOA. The DPOA Delegate joins the Chairman. The City Delegate dissents. Therefore, Article 8.F will continue to read:

ARTICLE 8.F

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation for

personal services he may have received from any source during the period in question excluding documented overtime and Department authorized income earned outside his regularly scheduled work period.

When an employee is suspended pending disposition of charges against him, there shall be no offset of interim earnings provided he is exonerated and restored to duty. In consideration for the above, the Union agrees to process cases of officers under suspension in a prompt manner.

Issue No. 146 - *Article 7 - Non-Economic: Payment of Umpire for cancellation days by party cancelling hearing*

The DPOA proposes to place in the contract a provision that the party who cancels an arbitration hearing shall be responsible for paying the Umpire's cancellation fee.

This is one of the items that should never be in an Act 312. This is an item that should have been negotiated if the parties had been negotiating. Furthermore, this Chairman, who has had the privilege of serving as an Umpire with the parties for some time, never realized that the Umpires were charging cancellation fees because this Chairman was under the impression that under the contract with the parties the Umpires were not to charge cancellation fees. This came as a revelation to this Chairman. Because this Chairman believes this matter should be at the bargaining table and not at Act 312, and because this is a matter that should be resolved by the parties at the time the issue arises, noting that at the last cancellation with this Umpire, due to unexpected illness of one of the attorneys, this Umpire never thought of charging a cancellation fee and this Umpire did not. For these reasons, joined by the City Delegate, this Chairman rejects this proposal. The DPOA Delegate dissents.

Union Representation:

Issue No. 2 - Non-Economic - *Article 4.A - Basis of Representation-One Steward/One Alternate*

Issue No. 4 - Non-Economic - *Article 4.D - Basis of Representation-Seniority of Chief Steward and Steward*

Article 4.A of the Master Agreement provides that "Employees shall be represented by one (1) steward for each shift" in each represented district. Maintaining that this provision has not been followed in all cases, the City has proposed to add the following sentence to Article 4.A, "Any current practice inconsistent with this representation provision shall be discontinued". The DPOA opposes the addition of this sentence and seeks the *status quo*. This is a matter for the parties to negotiate in the view of this Chairman and not a matter that should be brought to Act 312 with so many other issues. For this reason, the Chairman will vote with the DPOA Delegate and maintain the *status quo*. The City Delegate dissents.

As to Issue No. 4, the City proposes the following changes as underlined, namely, to amend Article 4.D as follows:

- D. Except as otherwise provided, only one (1) chief steward and one (1) steward from each shift shall enjoy top seniority insofar as remaining with their district, precinct, section, unit, or platoon during their term of office, and they shall not be transferred out of or reassigned from their district, section, unit or platoon, except for justifiable cause or reduction in force, or when a district, precinct, section, unit or platoon is discontinued or otherwise inactivated or consolidated.

The City has agreed to remove the phrase "except as otherwise provided". Thus, the Panel is considering this proposal with the "except as" phrase removed. The DPOA apparently objects to the proposal. But there is, in the view of the Chairman, no reason to object because, frankly, the language is cleanup language. This is a simply adjustment and one that the DPOA should have agreed to long ago. For this reason, the Chairman, joined by the City Delegate, will accept the proposed language as amended with the "except as otherwise provided" removed as proposed by the City. The DPOA Delegate dissents.

Transfer and Assignments:

<u>Issue No. 21</u> - Non-Economic -	<i>Article 10.C.1.a - Seniority-Assignments and Transfers-No Transfer if Discipline or Attendance Issues</i>
<u>Issue No. 24</u> - Non-Economic -	<i>Article 10.C.2.a-Seniority-Assignments and Transfers-No Transfer if Discipline or Attendance Issues</i>
<u>Issue No. 22</u> - Economic -	<i>Article 10.C.1.A - Seniority -Assignments and Transfers-Additional Entities Exempt</i>
<u>Issue No. 23</u> - Non-Economic -	<i>Article 10.C.1.c-Seniority-Assignments and Transfers Additional Entities Exempt</i>
<u>Issue No. 104</u> - Economic - City Proposal -	<i>Article 10C.1.d. -Seniority-Transfer From Assigned Duty After 5 years</i>
<u>Issue No. 126</u> - Economic - Union Proposal -	<i>Article 10 - Seniority - 50 Day Duration on Temporary Assignments</i>
<u>Issue No. 21</u> - Non-Economic -	<i>Art. 10.C.1.a, Seniority-Assignments and Transfers-No Transfer if Discipline or Attendance Issues</i>

In Issue 21, the City's Last Best Offer proposes an overhaul to Article 10.C.1.a, which deals with assignments and transfers based upon seniority. Under the current agreement, "[a]ll assignments and transfers except those excluded herein, shall be based upon seniority provided the employee is qualified." Essentially, the City proposes that assignments and transfers be based upon a number of factors, including seniority, attendance, and the employee's disciplinary record. With respect to attendance, the City proposes that "the employee cannot have been on initial counseling regarding attendance or on the attendance control program – D.P.D. 350 program – within six (6) months." Regarding the employee's disciplinary record, the City proposes that the employee's record, the preceding six (6) months, shall be considered. The DPOA asserts that the *status quo* should be maintained. This is a non-economic issue.

Accordingly, the Chairman, joined by the DPOA Delegate, declines to adopt the City's Last Best Offer with the City Delegate dissenting. The current language of Article 10.C.1 has been a part of the agreement between the City and the DPOA for some time and the City has put forth no cogent reason, in the view of the Chairman, for changing the current provision. Indeed, the City has D.P.D. 350 for controlling attendance and Bonus Vacation Days for incentivizing

attendance. In addition, attendance misconduct can be addressed through disciplinary procedures. It would seem that the parties would not have chosen to modify the current techniques for absence control and disciplinary procedures contained in the Collective Bargaining Agreement if faced with a strike. Therefore, Article 10.C.1 a will continue to read:

ARTICLE 10.C.1.a

All assignments and transfers except those excluded herein, shall be based on seniority provided the employee is qualified.

I. Transfers;

- a. The present practice of individual officers filing requests (Police Manual Vol. IV, Chapter 1, Sec. 4) for transfers between various districts, and entities shall be continued. The requests shall be valid for a period until October 1st each year. Continuation requests may be submitted on or after August 15th. Whenever openings occur in districts, or entities, the most senior employee on the list shall be transferred provided the employee is qualified. Any time there are common seniority dates on the transfer list, the transfer shall be given to the member who was first recorded as approved by the Personnel Section. In the event members with common seniority dates also have a common recording date, the selection shall be by blind draw. An association representative shall be present at the tie-breaking procedure. The following entities shall be excluded from this procedure...

Issue No. 24 - Non-Economic - *Article 10.C.2.a - Seniority-Assignments and Transfers-Additional Entities Exempt*

Regarding Issue 24, the City proposes the addition of substantive language to Article 10.C.2.a. Specifically, the City's Last Best Offer proposes the following addition:

An assignment list shall be maintained. Placement on the assignment list shall be based on the following factors: seniority, attendance, (the employee cannot have been on initial counseling regarding attendance or on the attendance control program – D.P.D. 350 program – within six (6) months) and the employee's disciplinary record, excluding written reprimands, over the preceding six (6) months (such discipline shall be utilized only after all administrative remedies have been exhausted).

Employees who have been placed on the assignment list shall be removed from the assignment list if the member receives an initial counseling regarding attendance, is placed on the attendance control program, or receives written disciplinary action, excluding written reprimands (such discipline shall be utilized only after all administrative remedies have been exhausted).

This is a non-economic issue, with the DPOA asserting that the *status quo* of Article 24.C.2.a should remain. The provisions of Article 24.C.2.a have been included in the contractual arrangement between the City and the DPOA for some time and there has been no showing of problem with the current provisions. Furthermore, the City has other effective methods of controlling and rewarding attendance, including Bonus Vacation Days. Additionally, the City may exact discipline upon those who maintain poor attendance records. Accordingly, with respect to Article 10.C.2.a, the Chairman decides that the *status quo* should be maintained. The Chairman, joined by the DPOA Delegate, adopts the *status quo*. The City Delegate dissents.

Article 10.C.2.a will continue to read:

A request for assignments within a district, or entity once an employee is assigned there, can be made by submitting DPD Form #31 (referred to as a Blue Slip) to the Commanding Officer. The request shall be valid for a period until October 1st each year. An employee may have only one assignment request on file at any time; the most recent request will replace earlier requests. Whenever openings occur within districts, or entities, the most senior employee on the list shall be assigned provided the employee is qualified. Any time there are common seniority dates on a job assignment list the job assignment shall be given to the member whose request was first received by supervision...

As to Issue No. 104, the City proposes to add the following provision to Article 10.C.1.d, Transfers: "Notwithstanding anything set forth in this Article, the Department may transfer any member from any non-patrol entity to a patrol entity after the completion of five (5) years in the non-patrol entity." The DPOA objects and proposes the *status quo*, namely, objects to any such provision in the contract. The Chairman understands the Department's desirability to have such

a provision. But, presumably, with the reorganization of the Department, a number of entities will be eliminated. First, there is no need for such a provision and second, if there are some non-patrol entities, Officers who have seniority will have the opportunity to bid into those positions and their seniority rights should be honored. It is for these reasons that the Chairman, along with the DPOA Delegate, will vote not to include such language in this contract round. The City Delegate dissents.

Issue No. 126 is the Union proposal to amend Article 10.C.2.c to modify the parties' longstanding provision that temporary assignments will not exceed 84 days to 60 days. The City opposes such a change. The Chairman, along with the City Delegate, will vote to maintain the *status quo* which is the City's Last Best Offer, with the DPOA Delegate dissenting. The reason for this is that the 84 day provision has been in the contract for some time. There is no persuasive reason to change. This is the way the parties have operated for some time. In this era of reorganization in the Department, this is not the time for such a change.

In regard to Issue No. 22, Article 10.C.1.a addresses transfers and particularly exempts from seniority transfers 29 entities in the Department. The City proposes to add to this exemption list the following additional entities: Bomb Squad, City Council, Fatal Squad, Field Training, Gang Enforcement, Firearms Training, Homicide, Technical Support, Tactical Operations and Task Force Administration. The DPOA objects to adding these additional entities. This is a one-third increase. The DPOA argues that there is "no demonstrated need" for the change.

As the Chairman views the situation, in reviewing the arguments and Exhibit 639, there is an argument as to the Bomb Squad because of the expense of six weeks of military bomb disposal training in Alabama and one year of probation training with the Unit plus the six written

examinations and six practical examination application testing. There is a need to choose an applicant with the aptitude for this type of work. It is also understandable that in terms of Technical Support that there may be special aptitudes in this day and age of computers and advanced technology that may not necessarily involve the most senior Officers.

But, beyond these two entities, when compared to the type of entities that the parties over the years have excluded, the Chairman believes that the Department has not made its case for the other eight proposed entities. The City Delegate would concur as to the Bomb Squad and the Technical Support, but would dissent as to the exclusion of the City Council, Fatal Squad, Field Training, Gang Enforcement, Firearms Training, Homicide, Tactical Operations and Task Force Administration. The DPOA Delegate would dissent as to the Bomb Squad and the Technical Support inclusion, but would concur with the Chairman as to the exclusion of City Council, Fatal Squad, Field Training, Gang Enforcement, Firearms Training, Homicide, Tactical Operations and Task Force Administration.

Issue No. 86 - Economic - *Article 40.G - Miscellaneous-Deferred comp Selected by City and Direct Deposit*

The City has proposed to amend Article 40.G "Miscellaneous" as follows, represented by the strikeouts, with the DPOA objecting, proposing the *status quo*, namely, objecting to the strikeouts:

GD. **Deferred Compensation and Direct Deposit.** Members of the bargaining unit may participate in the deferred compensation and direct deposit programs offered by the City. ~~The Association shall be entitled to arrange for the establishment of a deferred compensation program by a company of its choosing, which shall be included in the deferred compensation programs offered by the City.~~

The City notes that it pays for the administrative costs of the deferred compensation

program. Therefore, its counsel writes, "Accordingly, the City wants this provision changed such that the City will select the deferred compensation company and program. The City operates a number a number of benefit plans and there are cost savings to the City in combining the various benefit plans available to employees. ... If the City is going to pare the cost, it should choose the carrier to limit that cost".

The difficulty with this argument is there has been no negotiation between the parties; that the present language has been in the contract for some time. It is possible that the DPOA selected carrier could match the City's cost or even below the City's cost. In other words, the blanket statement, without a history of negotiations and the possibility that the DPOA could meet or even with its chosen carrier be able to save the City money in this area, suggests that this provision has not been well thought out by the City. For this reason, the Chairman will vote with the DPOA Delegate and reject the City's proposal and maintain the *status quo*. The City Delegate dissents. There just was not a history of negotiations addressing the potential cost savings either way.

Issue No. 87 - Economic - Article 40.H - Miscellaneous-Payment of Banked Time

The City proposes to amend Article 40.H as follows:

Lump Sum for Banked Time. Whenever an employee leaves employment with the City, such employee will be paid for all banked time, other than sick time, at the prevailing rate of pay in effect at the time of the separation. This includes, but is not limited to separation with a deferred vested pension or under a disability. DROP plan participants shall only receive payout for banked time when they permanently retire, not when they enter the DROP plan.

Payment shall be made pursuant to the City's schedule for that specific payment. Payment shall be paid within 90 days if the amount is less than Ten Thousand (\$10,000.00) Dollars, and if in excess of Ten Thousand (\$10,000.00) Dollars, the amount shall be made in semi-annual installments over a three-year period with the installments due on February 1 and August 1 with no interest due.

The underscoring represents the City's proposed additional language. The strikeouts represent the deletions. The DPOA proposes the *status quo*.

The Chairman reviewed the language as proposed as two proposals – one addressing DROP Plan participants; the second dealing with the payout. The proposed amendment of the City, objected to by the DPOA, proposes that the DROP Plan participants receive the payout for bank time other than sick time when they permanently retire. To the Chairman, this is a reasonable proposition for it prevents the participant from being in a higher tax bracket and it preserves cash funds for the City during a time when the City is in financial crisis. For this reason, the Chairman, joined by the City Delegate, will vote to adopt this amendment. The DPOA Delegate dissents.

As to the provision for a payout, the Chairman interprets the no interest language which in Issue No. 144 the DPOA in effect proposed, except the Chairman interprets the City's proposal to include that if the installments are not made when due then interest would be paid. On this basis, the Chairman would accept the City's payout proposal with the City Delegate agreeing and the DPOA Delegate dissenting.

Issue No. 144 - Economic - Union Proposal - *Article 33 - Separation Payments*

The DPOA has proposed the following new language to Article 33:

X. All provisions of the collective bargaining agreement relating to separation payments shall be modified to provide that effective January 1, 2013, for future separation payments to members who were already eligible to retire as of the effective date of the Award, a member will have the option of receiving (a) lump sum payment ninety (90) days after separation, or (b) semiannual installments for a period of three (3) years after separation, with no interest unless payment is not made on the date it is due. This option shall not be available to members in the ERIP established as part of the Award.

With the exception of the last sentence, this option shall not be available to members in

the ERIP established as part of this Award which, as will be explained elsewhere, there will be no ERIP. The Chairman does not believe this language is appropriate, as this is contrary to other issues that the Panel has ruled upon and, therefore, the Chairman, joined by the City Delegate, will opt to deny the proposal. The DPOA Delegate dissents.

Issue No. 145 - Non-Economic - Union Proposal - *Article 33 - Payment of Accumulated*

This is another proposal by the DPOA which reads:

**ARTICLE 33 - PAYMENT OF ACCUMULATED BANKED
TIME UPON ELECTION TO PARTICIPATE
IN THE D.R.O.P.**

Upon issuance of this Award, the provisions of Article 133, "Pension Provisions," pertaining to 'DROP' payments shall be modified in accordance with the Memorandum of Understanding attached hereto as Exhibit B.

The City objects. There is a Memorandum signed by the parties dated February 9, 2011. It is reasonable and it dovetails with the other Orders in regard to payouts and the limits of when payouts are made for those participating under the DROP Plan as issues under the Orders herein. By agreeing to this proposal, the Chairman would be acting in contradiction to other proposals that the Chairman has agreed to and for this reason rejects the DPOA proposal as to Issue No. 145, joined by the City Delegate. The DPOA Delegate dissents.

Issue No. 143 - Economic - Union Proposal - *Article 33 - Early Retirement*

The DPOA has proposed in Article 33, "Early Retirement", which reads:

ARTICLE 33 - EARLY RETIREMENT

New language: ¶W

W. An Early Retirement Incentive Program ("ERIP") will be offered to a limited number of officers in the Department and the participation will be based on seniority upon the issuance of this Award. The total maximum number of early retirements will be 150, to be allocated to members of the DPOA (76%), the DPLSA (23%) and the DPCOA (1%).

Employees will be eligible to participate in ERIP if they (a) are three (3) years or less away from completing either 20 or 25 years of service, and (b) have sufficient banked time to purchase the remaining service time. Officers participating in the program will retire immediately using their years of service and banked time to get to 20 years of service and their pension will be calculated based on 20 years of service. All banked time will be relinquished in exchange for retirement service credit.

The City will offer members with between 17 and 20 years of service the ability to early retire as follows, as well as between 22 and 25 years: The City will offer such members the ability to retire three (3) years earlier than otherwise eligible under the contract, with benefits to the extent otherwise eligible, for employees who have more than [1,000] hours of banked time (i.e. sick time, furlough, vacation or compensatory), and who relinquish all of their banked time. The City will offer members to retire two (2) years earlier than otherwise eligible under the contract, with benefits to the extent otherwise eligible, for employees who have at least [500] or more hours of banked time, and who relinquish all of their banked time. The City will offer members to retire one (1) year earlier than otherwise eligible under the contract, with benefits to the extent otherwise eligible, for employees who have less than [500] hours of banked time, and who relinquish all of their banked time. The utilization of banked time, for purposes of the calculation, begins with sick time.

DROP participants with 22 years of service who have not received their lump sum payout from their banks may use such banked time to participate in the ERIP in accordance with the above.

Any language not expressly modified remains current language (i.e. CBA *status quo*).

The City opposes adding this provision.

This language was in the Tentative Agreement signed on February 9, 2012 which at that time the City had agreed to it. In his post-hearing brief at page 71, the City's counsel writes in part:

The Tentative Agreement contained an early retirement plan under which 100 DPOA members would be able to retire three years early by forfeiting certain accrued banks or by purchasing time. This proposal was agreed to because the City believed it was in a position to allow 100 DPOA Officers to retire early and leave the force. The underlying concept was that these Officers would not need to be replaced and there would be substantial savings.

EXHIBIT A-1 (Part 3)

This is no longer the case. Since January/February 2012, the Department has had more than 100 DPOA members retire. See Ex. 742, January 31, 2012 headcount showing 2,091 DPOA members, and Ex. 743 November 30, 2012 headcount showing 2,001 DPOA. Since November 30, 2012 there has also been an additional 20 retirements. ...

Furthermore, during the hearing, counsel for the DPOA suggested there would be more retirements. It is problematical whether any of these retirees will be replaced in the economic environment in Detroit. Thus, there is no room to encourage any Officers to retire. For this reason, the Chairman, joined by the City Delegate, as the City opposes the early retirement plan at this point, rejects the early retirement proposal. The DPOA Delegate dissents.

Issue No. 53 - Economic - *Article 31.A - Holidays- Eliminate Holidays-Election Day and 8th and 9th Holidays*
Issue No. 54 - Economic - *Article 31.B - Holidays- Excuse Day and Holiday*
Issue No. 55 - Economic - *Article 31.C.1 - Holidays- 1 1/2x on Holidays if Scheduled and Not Appear to Holiday Pay*
Issue No. 141 - Economic - Union Proposal - *Article 31 - Holiday Pay*
Issue No. 56 - Economic - *Article 31.C.2 - Holidays-Holiday Rosters Employer Discretion*

The above five issues all deal with holidays.

Article 31.A of the Master Agreement provides for a schedule of holidays. The City's

Last Best Offer with strikeouts is as follows:

A. Schedule of Holidays

Each employee shall be entitled to the following holidays in accordance with this schedule.

Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th
New Year's Day	January 1 st
Memorial Day	Last Monday in May

~~In addition, each employee shall be entitled to a holiday on one Election Day in each year or an eighth holiday if an election is not scheduled. (Notification will be made by Special Order.) A ninth holiday shall be~~

~~granted to employees who have been employed ninety (90) days or more and who are entitled to regular holidays under existing ordinances. This holiday shall be taken at any time during the fiscal year which is mutually acceptable to the employee and the Department. To insure that the ninth holidays are expended proportionately throughout the year and not carried until the last months of the fiscal year, on May 1st, the commanding officer shall assign the remaining ninth holidays at his discretion. Ninth holidays which are not used prior to the end of the fiscal year will be lost.~~

Thus, the City proposes to eliminate the so-called 8th and 9th holiday. The DPOA proposes to maintain the *status quo*. In support of its position, the City Advocate in his post-hearing brief writes:

Elimination of Election Day and Eighth and Ninth Holidays

While there are three holidays involved, in reality the City seeks to eliminate only two holidays per year. In years in which there is an election for which Officers have the day off they day off they have an eighth and ninth holiday. These holidays should be eliminated for two reasons:

- First, pursuant to the Financial Stability Agreement and Annex D it will conform the DPOA contract and the labor contracts of all other City employees whose contract has expired. As noted above, uniformity and thus ease of administration are one of the goals set forth in the Financial Stability Agreement.
- City will receive cost savings in the amount of approximately \$390,000 per holiday, and with DFFA parity and approximately the City will save \$500,000 per holiday and \$1M for both holidays. Ex. 654. approximately \$500,000 per holiday or \$1M for both holidays.

The Chairman acknowledges that the City makes a point. The problem, however, is that though the City is in serious financial stress the Chairman must consider the nature of Police work and the marketplace. No one can doubt the stress of Police who are working the street and the need, when available, for holiday time off. Furthermore, even when compared with distressed cities such as Flint and Saginaw, the holiday made available by the so-called 8th and 9th

holiday in Detroit, which has been available for numerous years, is competitive. There is a difference between the Police and general employees and the need to have the time off, if available, to relieve the stress of Police work. And, as indicated, the number of holidays is competitive even with the distressed cities such as Flint and Saginaw. It is for these reasons that the Chairman concludes, along with the DPOA Delegate, that the deletion of the 8th and 9th holidays, particularly in the absence of negotiations, is not the area for savings and therefore would opt with the DPOA Delegate to maintain the *status quo*. The City Delegate dissents.

However, for the period from July 1, 2012 through June 30, 2013, there shall not be an 8th or 9th holiday. The 8th and 9th holiday will commence the second year of the contract, July 1, 2013. On this point, the DPOA Delegate would dissent as he would opt to have an 8th and 9th holiday begin in the first year of the contract. The City Delegate, though objecting to the 8th and 9th holiday, would nevertheless join with the Chairman in agreeing that in any event there would not be an 8th and 9th holiday in the first year of the contract.

Issue No. 54 addresses a proposed change by the City in Article 31.B.3 as follows:

3. Should the holiday fall on Sunday and the Monday leave day begins the next 28 day work cycle, the leave day will be the Friday prior to the holiday or a day mutually agreed upon between the employee and the Department. ~~Should that Friday already be used in conjunction with article 32 [Excuse Time] then the leave day will be Thursday or a day mutually agreed upon.~~

The DPOA proposes the *status quo*. The City's reason for the change is set forth in the following statement in its counsel's post-hearing brief:

Under the Labor Contract, if a holiday falls on a weekend and Friday is an excuse day for the Officer, then the Officer has Thursday off. This sometimes creates scheduling issues for the Department. The Department wants to eliminate the requirement that if Friday is an excuse day that the Officer has Thursday off and wants to replace it with a day to be mutually agreed upon. In this way, the Officer receives his

day off and the Department can better schedule for the holiday week.

Therefore, the City requests that its Last Best Offer, Issue No. 54, be granted.

This statement, as the Chairman views it, is a perfect example of the failure to bargain.

If the parties had bargained rather than take this issue to Act 312, the parties would have been able to resolve the matter. The matter should have been resolved on the remand. It was not. Yet, the parties have had language on the issue in the Master Agreement for some time. This is a signal to the Chairman that the language should not be changed. If the language is to be changed, it is to be changed at the bargaining table. This is not an issue for Act 312. For this reason, the Chairman, joined by the DPOA Delegate, will vote for the *status quo* on this issue. The City Delegate dissents.

Issue No. 55 seeks to change the rate of pay for those Officers required to work from double time to time and one-half the regular rate of pay for all hours actually worked in addition to their regular day's pay of eight hours and a provision that employees who are scheduled to work on any holiday, but fail to report to work, shall not be eligible for holiday pay.

Issue No. 56 is a proposal concerning flexibility in assigning employees to various holiday rosters at the discretion of the Department by eliminating the following language in 31.C.2 under "example": "In those cases where an employee works four (4) or more hours into a holiday as a result of overtime, he is not entitled to holiday premium rate for that shift; the overtime hours shall be compensated at the regular time and one-half rate".

Issue No. 141 is a Union proposal that Officers be able to take part of their holiday pay in compensatory time. As to the DPOA's proposal, the City favors the *status quo*. Holiday pay from double time to time and one-half, though the City has suggested that there is no City

comparable to Detroit, the City did offer the comparables of St. Louis, Pittsburgh, Cleveland, Philadelphia, Baltimore and Chicago in terms of holiday pay. Only one (Pittsburgh) paid more than Detroit at 2.5 times. One (Philadelphia) paid straight time. Three (Cleveland, Baltimore and Chicago) paid time and one-half. St. Louis paid straight time plus four hours comp time. Yet, it seems with the long bargaining history of double time plus eight hours it is difficult, despite the fiscal crisis, to reduce this benefit. For this reason, the Chairman will vote with the DPOA Delegate and continue the double time for holiday work with the City Delegate dissenting as to Issue No. 55.

On Issue No. 55, there was a second Issue concerning employees who are scheduled to work on any holiday and fail to report. The Chairman believes this is a fair provision and would vote with the City Delegate and agree that such employees who fail to report will lose their holiday pay. The DPOA Delegate dissents.

As to Issue No. 56, the holiday roster issue, this seems reasonable to the Chairman and the Chairman, along with the City Delegate, will vote to accept the City's proposal. The DPOA Delegate dissents.

As to the DPOA's proposal on Issue No. 141, if the City wants to pay cash, the Chairman will go along with the City and vote with the City Delegate to reject the DPOA's proposal. The DPOA Delegate dissents.

Issue No. 139 - Economic - City Proposal - *Eliminate 2% Promotional Increase*

The annual cost of the 2% increase on Officers who pass the promotional test and are on a promotional list waiting promotion is approximately \$270,000 per year. During the time period July 1, 2012 to October 12, 2012, a period of three and one-half months, the 2% promotional increase cost to the city was \$73,000. The 2% promotional increase has cost as much as

\$340,000 annually to the City. See Exhibit 691. To the City, in financial crisis, this is no small amount.

Recognizing that the DPOA itself agreed to suspend the educational reimbursement, albeit on a sunset basis until July 1, 2015, the Chairman will agree to the elimination of the 2% promotional increase, recognizing that the parties at the end of this two year agreement can again revisit the issue. The City Delegate will join with the Chairman in adopting the City's proposal. The DPOA Delegate dissents.

Issue No. 127 - Economic - Union Proposal - *Article 11 - No Requirement to Perform*

The DPOA has proposed amending Article 11, Section B, as follows:

Employees shall not be assigned duties normally performed by a person of higher rank, except in emergency situations, and shall receive the wages of the first year sergeant for all time/hours worked.

As the parties know, this matter is in arbitrating, awaiting an opinion. That opinion will be forthcoming when this Act 312 assignment is completed. That opinion will answer the issue raised. For this reason, the Chairman, joined by the City Delegate, will reject this proposal. The DPOA Delegate dissents.

Issue No. 133 - Economic - Union Proposal - *Field Training Officers*

The DPOA had proposed that once an Officer is certified FTO, namely, Field Training Officer, the Officer shall receive a 5% adjusted gross wage annually. The Chairman appreciates that in other large city departments there is a precedent for such a proposal. However, the City is in a financial crisis. This is not the time, unfortunately, for such an economic improvement. The Chairman notes that, though there are arguments for such a benefit, the parties over the years, when the City was perhaps able to afford such a benefit, have not negotiated or obtained such a benefit in previous Act 312.

Thus, considering the financial circumstances and the previous bargaining history, the Chairman, joined by the City Delegate, will vote not to include a stipend at this time for a Field Training Officer. The DPOA Delegate dissents.

Issue No. 133 - Union Proposal - Economic - *Article 40 - Miscellaneous - Include Sick Time in Lump Sum Payments*

The DPOA has proposed to amend Article 40.H as follows:

- H. **Lump Sum for Banked Time.** Whenever an employee leaves employment with the City, such employee will be paid for all banked time, ~~other than~~ including sick time, in a lump sum payment within thirty (30) calendar days of the separation, at the prevailing rate of pay in effect at the time of the separation. This includes, but is not limited to separation with a deferred vested pension or under a disability.

The City objects.

The Chairman, along with the City Delegate, agrees with the City that Article 40.H should not be amended as proposed by the DPOA. As the City points out in the transcript at Vol. 6, pg. 93, some payments involve several hundred thousand dollars and there are concerns as to sick leave that sometimes it takes anywhere from 30 days to six months to reconcile sick leave banks. This explains that the parties over the years have negotiated the language "other than sick time". It is for this reason that the Chairman was not persuaded to adopt the proposed amendment and opted with the City Delegate to continue the present Article 40.H language. The DPOA Delegate dissents.

Issue No. 48 - Economic - *Article 22-Furlough Selection City Can Change*

Issue No. 51 - Economic - *Article 29-Eliminate Longevity*

Issue No. 89 A and B - Economic - *Article 41.A - Wages-10% Reduction*

Issue No. 90 - Economic - *Article 41.A - Wages-City Right to Institute Furlough Days*

As to Issue No. 48, the City proposes to add a subparagraph I to Article 22, "Furlough

Selection and Cancellation”, which reads: “The City reserves the right to make changes to any aspect of furloughs, including but not limited to, the number of furlough days and selection process”. The Master Agreement has been negotiated between the parties, including Act 312 proceedings. This is an Act 312 proceeding where proposals have been made, testimony has been taken and arguments have been made, including arguments concerning furloughs. Once Orders have been issued and agreements have been made, this is the parties’ contract. What the City is proposing is inconsistent with a binding contract to be honored by both parties. For this reason, the Chairman, joined by the DPOA Delegate, will reject the City’s proposal. The City Delegate dissents.

Issue No. 89 A and B deals with wages. Issue No. 51 deals with longevity. Issue No. 90 addresses furloughs. These issues represent the core money issues with the exception of issue No. 90, which is basically a layoff issue, between the parties in this Act 312 proceedings.

As to Issue No. 89 A and B, the Last Best Offer of the City is as follows:

(CORRECTED - UPDATED)
ISSUE NO. 89 A and B - ECONOMIC

CBA Article 41.A - Wages
CET Article 38.A - Wages
CET Provision and City Last Best Offer on Issue 89 A

WAGE DECREASE: All classifications and positions shall receive a 10% wage reduction effective 7-17-12.

July 17, 2012 - June 30, 2013			
CLASS CODE	TITLE	Min	Max
33-10-11	Police Officer	\$36,274	\$47,914
33-10-12	Police Officer (hired after 2/20/95)	\$29,352	\$47,914
33-10-13	Police Officer 2-20-95 1 st Step	\$29,352	\$33,065

33-10-14	Police Officer - Promotion List	\$47,914	\$47,914
33-12-11	Communications Officer - Police Officer	\$36,724	\$48,364
33-12-12	Radio Maintenance Officer - Police Officer	\$48,776	\$48,776
33-12-13	Radio Systems & Planning Officer - Police Officer	\$49,481	\$49,481
33-12-14	Communications Officer - Police Officer - Promotion List	\$48,364	\$48,364
33-12-15	Assistant Supervisor of Motor Vehicles - Police Officer	\$48,776	\$48,776
33-12-26	Police Data Processing Programmer - Police Officer	\$48,503	\$49,652
33-12-36	Senior Police Data Processing Programmer - Governed by wage rate for a Police Lieutenant contained in the Lts. And Sgts. Labor Contract	\$74,028	\$76,220

IF THE ARBITRATOR AWARDS THE UNION A 2-YEAR DURATION FOR THE LABOR CONTRACT, THE CITY'S LAST BEST OFFER FOR THE TIME PERIOD JULY 1, 2013 TO JUNE 30, 2014 (ISSUE 89b) IS:

July 1, 2013 - June 30, 2014			
CLASS CODE	TITLE	Min	Max
33-10-11	Police Officer	\$36,274	\$47,914
33-10-12	Police Officer (hired after 2/20/95)	\$29,352	\$47,914
33-10-13	Police Officer 2-20-95 1 st Step	\$29,352	\$33,065
33-10-14	Police Officer - Promotion List	\$47,914	\$47,914
33-12-11	Communications Officer - Police Officer	\$36,724	\$48,364
33-12-12	Radio Maintenance Officer - Police Officer	\$48,776	\$48,776
33-12-13	Radio Systems & Planning Officer - Police Officer	\$49,481	\$49,481
33-12-14	Communications Officer - Police Officer - Promotion List	\$48,364	\$48,364
33-12-15	Assistant Supervisor of Motor Vehicles - Police Officer	\$48,776	\$48,776

33-12-26	Police Data Processing Programmer - Police Officer	\$48,503	\$49,652
33-12-36	Senior Police Data Processing Programmer - Governed by wage rate for a Police Lieutenant contained in the Lts. And Sgts. Labor Contract	\$74,028	\$76,220

As to Issue No. 51, the City proposes to eliminate Article 29, "Longevity". As to issue No. 90, the City proposes to add to Article 41.A the following language:

BUDGET REQUIRED FURLOUGHS: The City reserves the right to reinstitute future furloughs as a means of cost containment.

The DPOA's proposal as to Issue No. 89 (wages) as well as Issue No. 51 (longevity) and Issue No. 90 concerning budget furloughs is as follows:

DPOA
PROPOSAL NO. 89
Article 41 - Wages/Longevity

Article 41.A of the current Collective Bargaining Agreement shall be applied/enforced as follows:

41. WAGES

Employees hired prior to February 20, 1995, in this title shall proceed from minimum to maximum on the basis of five equal steps.

Employees hired on or after February 20, 1995 in this title shall receive wage increases and step increments in accordance with Exhibit II. B. Effective July 1, 2000, employees in this title shall proceed from minimum to maximum on the basis of five equal steps.

Employees who have already completed the Police Academy prior to July 1, 2000, but have not yet reached the 1st pay step shall have \$1,000 of the 1st pay step applied to their annual salary, effective July 1, 2000. Employees who complete the Police Academy on or after July 1, 2000, will have \$1,000 of the 1st pay step applied to their annual salary upon completion of the Police Academy. This increase will be considered an early entitlement to part of the first annual step increase.

Employees in the classification of Police Officer shall receive the following wage adjustment effective January 1, 2013 for the duration of this agreement.

Compensation Schedule

January 1, 2013

Class Code	Title	Min.	Max.
33-10-11	Police Officer	\$40,304	\$53,237
33-10-12	Police Officer (hired after 2/20/95)	\$32,613	\$53,237
33-12-11	Communications Officer - Police Officer	\$40,754	\$53,687
33-12-12	Radio Maintenance Officer - Police Officer	\$54,099	\$54,099
33-12-13	Radio Systems & Planning Officer - Police Officer	\$54,804	\$54,804
33-12-15	Assistant Supervisor of Motor Vehicles – Police Officer	\$54,099	\$54,099
33-12-26	Police Data Processing Programmer - Police Officer	\$53,826	\$54,975
33-12-36	Senior Police Data Processing Programmer - Police Lieutenant	\$71,870	\$74,000

Essentially, effective January 1, 2013, the DPOA proposed restoring the 10% wage cut in all classifications and proposing a two year agreement from July 1, 2012. The DPOA rejects the budget required furloughs and restores the longevity payments that were eliminated by the CET. The DPOA is seeking payment of longevity pay pursuant to Paragraph 29 of the Master Agreement according to the schedule thereof and according to the terms thereof.

According to Exhibit 2 of the Master Agreement Schedule, Officers who are employed after February 20, 1995 are hired in under the City's proposal at \$29,352. There are five steps beginning after one year until reaching top pay which under the City's proposal would be \$47,914 on an annual base wage. Under the DPOA proposal, the top pay after five years would be the rate that existed on July 1, 2008, namely, \$53,237 annualized as there had been no pay raise at the base rate since July 1, 2008.

Succinctly put, in advocating for a one year contract, the City was proposing to maintain a 10% pay cut. In advocating for a two year contract, if the Panel was so disposed, the City was advocating for a 10% pay cut for two years. Initially, the DPOA was advocating a three year contract and advocating that it maintain the same level of pay, no pay cut, for three years. The Chairman urged the DPOA to back off to a two year contract, recognizing the situation that the parties were facing which the DPOA accepted in making an offer of a two year contract. Then the Chairman urged, based upon his belief that he would not find the financial situation in Detroit as critical as it turned out to be, that the DPOA offer to accept the 10% pay cut for the first six months and then a restoration of the 10% for the last 18 months. The DPOA accepted this suggestion from the Chairman and made this its offer, namely, to accept the 10% pay cut that had prevailed until January 1, 2013 and then a restoration of the 10% beginning January 1, 2013.

In an attempt to convince the Chairman of their respective positions, the parties offered competing comparables with the City suggesting internal comparables and suggesting that there were no external comparables. The DPOA ignored the internal comparables, suggested certain national Police comparables, and referenced 15 Southeastern Michigan Police comparables as well as Saginaw and Flint. The City suggested that there were no external Police comparables comparable to Detroit. Though the City's internal comparables do reference general employees who have taken pay cuts that were imposed, none of the internal comparables have the same working conditions as Detroit Police Officers who, as pointed out in the prologue, are faced with the same hazards of employment that have unfortunately in some cases resulted in the death of some Officers. In other words, the Police marketplace is what is being paid by other nearby communities for police services.

Nevertheless, the general employees in Detroit in recent years have taken pay cuts so that

in 2013 their pay cuts have averaged a 20% pay cut for both unionized and non-union employees – both supervisors/executives and general employees whereas, up to July 2012, the uniform employees have not taken a pay cut. The financial situation in Detroit is at an emergency stage. Regardless of the Police marketplace, this fact cannot be overlooked by the Chairman, regardless of the equities and the Police marketplace. Yet, the marketplace for Police work is there to behold.

The Midwest national comparables ranging from \$55,000 to \$80,000 annually are not particularly helpful because the taxing authority of the other national Midwest cities varies and are not comparable with Detroit. Nor are the economic conditions in the other national Midwest cities comparable with Detroit.

Likewise, the 15 suburban cities in Southeast Michigan used by the DPOA are not comparable with Detroit. Detroit is not, for example, Livonia, Birmingham, Troy, the Grosse Pointes (Public Safety Departments) or Royal Oak – cities that are financially well off and are not in financial distress. Nor can the Michigan State Police be considered a comparable because Michigan is not in financial distress as Detroit finds itself. Nevertheless, the comparables were used to point out that, for instance, Michigan in base wages on an annual basis at a five year level, exclusive of longevity, pays a State Trooper \$59,988. The top pay for a Michigan State Trooper at 10 years is \$64,143.36 and after 20 years, \$65,730.24. The suburban districts are paying anywhere between \$55,000 and \$60,000 annually.

One of the criteria under Section 9 of Act 312, besides financial ability, is external comparables. A proper comparable in this situation would be, as pointed out at the beginning of this Opinion in the open letter to Emergency Manager Orr, Flint, Michigan, 60 miles away from Detroit, which is under an Emergency Financial Manager, and Saginaw, Michigan,

approximately 85 miles away from Detroit, which is also a financially distressed city, having a deficit in excess of \$3 million. Yet, in each of those cities, the police officers are paid more than Detroit's current \$47,914 based on an annual base wage at 2,080 straight time hours for a five year Officer, the top pay in Detroit.

Below is a chart comparing the base wage and total compensation between Detroit at the current \$47,916 top rate, Flint and Saginaw, noting that Flint is also under an Emergency Financial Manager under Act 72:

<u>Five (5) Year Officer</u>	<u>Annual Base</u>	<u>Annual Total Compensation</u>
Detroit	\$47,916	\$51,828
Flint	\$51,336	\$60,888
Saginaw	\$53,700	\$63,396

<u>Ten (10) Year Officer</u>	<u>Annual Base</u>	<u>Annual Total Compensation</u>
Detroit	\$47,916	\$51,828
Flint	\$51,336	\$62,028
Saginaw	\$53,700	\$66,048

<u>Fifteen (15) Year Officer</u>	<u>Annual Base</u>	<u>Annual Total Compensation</u>
Detroit	\$47,916	\$51,828
Flint	\$52,176	\$64,272
Saginaw	\$53,700	\$67,344

<u>Twenty (20) Year Officer</u>	<u>Annual Base</u>	<u>Annual Total Compensation</u>
Detroit	\$47,916	\$51,828
Flint	\$53,148	\$66,000
Saginaw	\$53,700	\$68,628

As the above chart indicates, in terms of base salary Flint, under an Emergency Financial Manager, is approximately at the five year level \$4,000 more than Detroit Officers. As the Officer has more years on the job, the spread, even with Flint, is more. When total compensation is compared, even at five years, the spread between Detroit and Flint is dramatic, namely, \$9,000, and almost \$12,000 between Saginaw and Detroit.

These facts are devastating. These are not comparisons with the high paid State Police nor with Livonia, Birmingham, the Grosse Pointes (Public Safety Departments). The Chairman has chosen to compare primarily with another nearby community that is under an Emergency Financial Manager, namely, Flint. And look what the facts reveal. Compared with the marketplace, Detroit Police Officers, faced with the Police working conditions of a large urban area, are by any definition underpaid even in a distressed community faced with a financial emergency.

To put it another way, there can be no doubt that the job of a Detroit Police Officer is certainly as difficult as any in Southeast Michigan or, for that matter, the State Police because of the nature of Police work in a large urban American city. Furthermore, the Chairman is informed that the Flint figure was imposed by the Emergency Financial Manager, further emphasizing that the Detroit Police Officers, in comparison with a nearby distressed Michigan city, namely, Flint, Michigan's third largest city, are vastly underpaid.

As to Issue No. 51, longevity, the City proposes to eliminate longevity, arguing that the City has eliminated longevity with its other unions by virtue of the City Employment Terms as well as its non-union personnel. Yet, in order to reach some semblance in the marketplace, the DPOA argues that it needs longevity and proposes that longevity pay be restored.

The external comparable of Flint and Saginaw clearly establishes that the Detroit Police Officers at \$47,416 at the five year rate are grossly underpaid, even in a city that is under an Emergency Financial Manager where there is a serious question of the ability to pay.

Even though the Chairman made the suggestion of what he believes should be the Union's Last Best Offer because it was evident that Detroit Police Officers were clearly underpaid in the comparable workplace in comparable police work, the Chairman, applying the

312 criteria and the emphasis required to be put on financial ability, hit a roadblock of Detroit's financial crisis, causing the Chairman to reconsider his initial reaction because of his obligation to follow the statute and the criteria set forth therein as there is a question of ability to pay, though the Chairman will point out that a careful analysis suggests that the Orders that will follow will indicate that if Detroit wishes to have a viable Police force in the interest of the citizens' public welfare, there is a way to have some semblance of the ability to pay. In this regard, what a majority of the Panel has done is for the first year continue no pay raises, even though Flint during the same year is making a base wage of \$4,000 more. There was recognized that those Officers who are 12 hour shifts, and that is not all of the Detroit Police Officers, are being paid if they work a full year on 12 hour shifts an extra 104 hours at 84 hours every two weeks. But this does not apply to all Detroit Police Officers. The Panel majority, the Chairman and the DPOA Delegate, although the DPOA Delegate is reluctant, believing that the Panel should have awarded a pay restoration in the first year of the contract or at least by July 1, 2013, would award a 5% restoration effective January 1, 2014. This gives the Emergency Manager and Mayor nine months to reorganize the Department, if he so chooses, in conjunction with the City and the Department. This will bring the five year Officer up to \$50,311.80, based upon a 2,080 hour year, still below Flint. However, if the Department continues 12 hour shifts 84 hours in a two week cycle and makes the 84 hour cycle available, Officers will be able to earn additional monies, at least those on patrol, as they have in the past year.

The reason for not restoring the longevity is there is the claimed ability to pay proposition and the fact that longevity was eliminated with the Lieutenants and Sergeants in an Act 312 proceeding, has been eliminated throughout the City, although imposed, and is not available in Flint. What the majority of the Panel has done is illustrated by the following chart:

<u>Five (5) Year Officer</u>	<u>Annual Base</u>	<u>Annual Total Compensation</u>
Detroit	\$50,311.80	\$54,225 app.
Flint	\$51,336	\$60,888
Saginaw	\$53,700	\$63,396

<u>Ten (10) Year Officer</u>	<u>Annual Base</u>	<u>Annual Total Compensation</u>
Detroit	\$50,311.80	\$54,225 app.
Flint	\$51,336	\$62,028
Saginaw	\$53,700	\$66,048

<u>Fifteen (15) Year Officer</u>	<u>Annual Base</u>	<u>Annual Total Compensation</u>
Detroit	\$50,311.80	\$54,225 app.
Flint	\$52,176	\$64,272
Saginaw	\$53,700	\$67,344

<u>Twenty (20) Year Officer</u>	<u>Annual Base</u>	<u>Annual Total Compensation</u>
Detroit	\$50,311.80	\$54,225 app.
Flint	\$53,148	\$66,000
Saginaw	\$53,700	\$68,628

The Emergency Manager, the Mayor and the Treasurer of the State of Michigan should consider, with the blessings of the Governor, moving the date of the 5% restoration to July 1, 2013 when considering the above comparisons.

In regard to the longevity, again recognize what the longevity payments were in the Master Agreement that expired on June 30, 2012 that had been in the Master Agreement for some time. After five years, an Officer received 1% of base wage; after 11 years, 2% of base wage; after 16 years, 3% of base wage; and after 21 years, 4% of base wage. Using these figures, if the Emergency Manager and the Mayor should consider, recognizing that longevity is being eliminated in Detroit, to bake in as part of the base wage the previous longevity into the Police Officer's base wage. If this is done, look at the figures in comparison with Flint and Saginaw:

<u>Five (5) Year Officer</u>	<u>Annual Base</u>
Detroit	\$50,814.92
Flint	\$51,336
Saginaw	\$53,700

<u>Eleven (11) Year Officer</u>	<u>Annual Base</u>
Detroit	\$51,318.04
Flint	\$51,336
Saginaw	\$53,700

<u>Sixteen (16) Year Officer</u>	<u>Annual Base</u>
Detroit	\$51,821.15
Flint	\$52,176
Saginaw	\$53,700

<u>Twenty-One (21) Year Officer</u>	<u>Annual Base</u>
Detroit	\$52,324.27
Flint	\$53,148
Saginaw	\$53,700

If the longevity is baked in, it should be done by the Emergency Manager and Mayor.

The Panel has not done this although the DPOA Delegate would do it as he believes longevity should have been included in the Order. It should be noted that the City Delegate dissents on any pay increases or any consideration of longevity. The City Delegate agrees with the Chairman that the Chairman has no authority to include longevity. The DPOA Delegate would have included longevity in any event.

Now, where is this money coming from, given the City's ability to pay? First, the Emergency Manager has nine months to reorganize the Department to bring efficiencies to the Department, including controlling overtime. And, in this regard:

(1) there are provisions to work out, including 12 hour shifts and perhaps an arrangement of a dual eight hour/12 hour program which can eliminate, according to the Department, substantial overtime;

(2) in regard to going to court on tickets and ordinance violations, the Detroit Police Department, in conjunction with the 36th District Court, can adopt the techniques used in the suburban courts and departments where a supervisor can conduct pre-trials and arrange for pleas

from citizens to avoid having Officers appear in court, thereby saving overtime. This is a well-known technique in suburban departments and apparently has not been used in Detroit and can save overtime;

(3) working with the Chief Judge of the 36th District Court, address the question of Judges who do not appear timely in court which contributes to the overtime that Officers spend in court;

(4) move a number of Officers who are not doing police work out of their positions and into field work. The importance of this is that when these proceedings began there were over 2,000 Police Officers. The latest count is there are under 2,000 Officers either as a result of resignations or retirements. It is anticipated that there will be more retirements before the proposed raises take effect. In the opinion of the Chairman, it is unnecessary to replace the retiring Officers as probably the same or even more police service can be performed for the citizens of Detroit with less Officers if Police Officers are put out on the street.

One example suffices. In Central District, when one walks into that District, there is an Officer assigned to the screening device. Right behind that Officer there are two or three civilian employees at a security desk. If one turns right and walks down the hall, there are three counters where fully uniformed Officers are serving the public for some type of licenses. Every time the Chairman has gone by there, there have been rarely one or two citizens being served. Exactly why there are three full service Officers behind those counters when that work could be done by civilians or whether one Officer rather than three Officers could be doing the work. In other words, a careful survey throughout the Department might reveal a substantial number of Police Officers who could be doing police work rather than civilian work or their jobs could be combined. The significance of this is, rather than replacing Officers who are resigning or

retiring, Officers could be performing work out in the field with no increased cost. It is estimated that assuming the overhead cost of a \$51,000 or \$53,000 Officer is one-third, these Officers not replaced represents an \$80,000 reduction in the budget. If 100 Officers are not replaced, but instead 100 Officers are moved out of counters or out of Precincts where they are not doing police work, this provides the financing to give these Police Officers a wage comparable with Flint and Saginaw. The Emergency Manager and the City government has nine months to accomplish this consistent with the City's ability to pay.

Detroit is in a serious financial crisis. There is a need to have more Police Officers on the street. But the Orders here limit the number of non-IOD limited duty Officers. The Orders provide for civilianization. The Chairman has illustrated the one example where there are Officers who seemingly are wearing full uniforms and are not doing police work, answering calls of citizens and who could replace retiring Officers without adding to the force and still serve the citizens and not strain the City's finances. It may be that, with retirements and resignations and utilizing available person power that could be put out on the street without hiring any other personnel, the Department could operate with between 1,800 to 1,900 Officers and provide the same current service and even increased service to the citizens of Detroit and pay the comparable wages ordered by the majority of the Panel and be cost neutral, in other words without adding costs to the Department. This comment goes hand in hand with the recognition in the Orders of attempts at the need to save overtime costs. The Panel has clearly recognized the City's dire financial crisis.

There is the Section 9(h) criteria that fact finding and arbitrators consider, namely, the art of the possible. The Chairman appreciates that the civilian employees have taken pay cuts. This is unfortunate. But, police work is different. It is dangerous. It has resulted in Police Officers

losing their lives. And, as one can see, all the majority of this Panel has done is made a comparison with another city, Flint, that has an Emergency Financial Manager, and the comparison has been with wages that were imposed by that Emergency Financial Manager. Any court that might be called upon to review this Opinion should recognize that the art of the possible means that a strike should be avoided. That is the purpose of Act 312. And it would seem that it is possible by applying careful management techniques to get Police Officers out on the street; that it means a smaller Department in terms of numbers, a more effective Department that can do it with less money with Officers who are paid at least a reasonable rate with a comparable community, then this should be done.

Incidentally, this is what is happening in other communities, even to the effect, based upon this Chairman's experience in Chicago, that even Command Officers are now out on the street as a matter of course. Thus, the Chairman realizes there are a number of things that could be done in the Department based on his own observations that can be tightened up consistent with protecting the integrity of the contract and the integrity of the Department, consistent with the City's limited ability to pay.

If the observations of the Chairman are followed, the Order may even be cost neutral. If the Emergency Manager with the Mayor bake in the longevity payments, it is suggested that it still could be in the \$5 million to \$6 million range as the longevity payments would not have been due until December 2013. And, then, as pointed, it still would be cost neutral. In other words, the ruling of the majority of the Panel, although the DPOA Delegate reluctantly signed the Order only to get a majority ruling, gives the Emergency Manager the opportunity to accelerate the restoration of 5% as early as July 2013. And, even then, the Chairman is of the view that it could be cost neutral if the resignations and retirements are not replaced. But, certainly, the

baking in of the longevity payments at a minimum should be voluntarily done by the Emergency Manager and the Mayor because these are, in the view of the Chairman, cost neutral.

The DPOA Delegate very reluctantly concurs with the Chairman, but if the DPOA Delegate had his druthers would have restored the complete amount of the cut on January 1, 2013. The City Delegate dissents. The City Delegate agrees with the Chairman that longevity should not be restored. The DPOA Delegate voted to restore longevity.

Concerning Issue No. 90, the City proposes to add to Article 41.A the following provision: "Budget Required Furloughs. The City reserves the right to reinstitute future furloughs as a means of cost containment." The DPOA objects to such a provision. Hopefully, such a provision will not during the life of this Agreement be instituted. But the financial crisis in Detroit is such that this is a possibility. Furthermore, this is consistent with management rights. For this reason, the Chairman, joined by the City Delegate, will vote to include such a provision. The DPOA Delegate dissents.

Issue No. 103 - Economic - City Proposal - 12-Hour Shifts
Issue No. 122 - Non-Economic - Union Proposal -10-Hour Shifts

Issue No. 103 is a City issue which the City has dubbed as an economic proposal dealing with 12 hour shifts. The DPOA has proposed Issue No. 122 dealing with work schedules which the DPOA has dubbed as non-economic. Both offers deal with work schedules. The dilemma that the parties have presented is that if an economic issue, then the Panel must select one or the other Offer. If a non-economic issue, the Panel can fashion an award. The two Issues involve work schedules. Work schedules represent a condition of employment which is not necessarily an economic issue. Therefore, the Chairman concludes that since the two Issues are schedules that both Issue No. 103 (12 Hour Shifts) and the proposed 4/10 work schedule is also a work

schedule; that the two issues are non-economic. The DPOA Delegate agrees with the Chairman. The City Delegate dissents. This means that the Panel can fashion its own Orders as to scheduling.

As to the 4/10 work schedule, this was a proposal in the Tentative Agreement if 10 hours shifts are utilized as a development of a pilot program. Commander Benson testified that he did a study on a 10 hour shift model and concluded that it would increase the cost to the Department in instituting such a schedule. Commander Benson explained that two 10-hour shifts would cover 20 hours per day which he believed would mean the need to have more equipment and Officers to cover the additional four hours per day which the Department does not have the equipment or the personnel available to accommodate the additional needed squad cars. The Chairman was persuaded by this testimony and for this reason will join with the City Delegate in rejecting Issue No. 122, as mandating a 10 hour shift. On this point, the City Delegate joins with the Chairman in agreeing that this is a management right. The DPOA Delegate believes, again, that the Panel should have issued an Order mandating a 10 hour shift. However, the Department retains the management right to determine whether the Department wishes to initiate a 10 hour shift. The DPOA Delegate dissents.

As to the 12-hour shifts, the Department maintains that the 12-hour shifts project a savings annually in overtime of approximately \$3 million per year; that in the Second Precinct, comparing January 2012 before 12-hour shifts with November 2012, there was an increase of Officers on the street from 52% to 76%; that in the Eighth Precinct there was an increase from 75% to 86%. Inspector Rivers testified that there were examples of Officers working on the eight hour shift basis on double shifts. She gave an example in Exhibit 710 in the period between June 27, 2011 through August 7, 2011 in the Southwestern District there were 63 double

shifts, meaning Officers worked 63 double shifts or 16 straight hours. The proposed schedule in one scenario provides for a five day week, followed by a two day week, with one three day weekend.

The Chairman appreciates that there are consistent runs in Detroit; that the schedule does provide all Officers with every other weekend off. It does provide a savings in overtime and allegedly provides for more cars on the street.

On the other hand, there has been a ground squall from Officers indicating that there is a fatigue factor that Officers, because of the consistent runs in a large urban area, are having difficulty adjusting to 12 hour days. Yet, other Officers welcome the 12 hour shift. Under such circumstances, this is a matter that should have been developed with more care on the part of the Department with input from Union representatives, recognizing that the Department does have the management right to institute a 12 hour shift. The Chairman, joined by the City Delegate with the Union Delegate dissenting, recognizes the Department's management right to institute a 12 hour shift. However, the Order will also provide, with the City Delegate dissenting, with the Chairman and the DPOA Delegate concurring, that there be established a committee consisting of one member of the Department and one Officer of the DPOA to meet within one week of this Order to explore the possibility of providing an opportunity to operate 12 hour shifts with volunteers and allowing other Officers to work eight hour shifts and to report their findings to the Chief within two weeks of this Order. If the Chief accepts the recommendations of the committee and in doing so implements a volunteer 12 hour program, this ends the matter. If the Chief does not accept a voluntary program by May 1, 2013, then within one month of May 1, 2013 the matter may be submitted to the Chairman of this Panel as the senior Umpire under the Umpire System, to determine whether the Chief has been arbitrary in exercising his management

discretion in determining not to accept a voluntary program, with the standard being to curtail overtime and to have more patrol cars on the street.

The City Delegate agrees with the Chairman that the decision to have 12 hour shifts is a management right, but disagrees with the committee approach as spelled out in the Order. The DPOA Delegate dissents on the issue of 12 hour shifts, maintaining that it is a condition of employment to be negotiated, but would concur with the Chairman as to the committee approach and the opportunity to grieve in the event that the Chief does not accept the committee recommendation or implements, in any event, a volunteer program in establishing 12 hour shifts.

One final point which is a point made by the Chairman. The Chairman, in writing this portion of the Opinion as to 12 hour shifts, does so on the proposition that the schedule that will be adopted will be an 84 hour schedule on a two week cycle as this has been the schedule that the Department has used since implementing the 12 hour schedule. The Department's testimony on this point has been that a 10 hour day is not as effective as a 12 hour day in having cars on the road and in eliminating overtime.

Issue No. 102 - Non-Economic - City Proposal - Emergency Manager

The City proposes the following language as to an Emergency Manager:

An Emergency Manager appointed under the Local Financial Statutory and Choice Act may reject, modify or terminate this collective bargaining agreement as provided within the Local Financial Stability and Choice Act 436 P.A. 2012.

Inclusion of the foregoing language does not constitute an agreement by the DPOA to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the DPOA's right to raise Constitutional and/or other legal challenges (including contractual or administrative challenges) to: (1) the validity of the Local Financial Stability and Choice 436 P.A. 2012; (2) appointment of an Emergency Manager; or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement.

The difficulty with this proposal is the failure to recognize that it is not a mandatory subject of bargaining. Act 312 is designed to resolve disputes between public employers and police and fire unions when the parties have reached impasse over mandatory subjects of bargaining. An Act 312 Panel's jurisdiction is limited to resolving mandatory subjects of bargaining.

Section 15(7) of the Public Employment Relations Act provides:

(7) Each collective bargaining agreement entered into between a public employer and public employees under this act after March 16, 2011 shall include a provision that allows an emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Provisions required by this subsection are prohibited subjects of bargaining under this act.

Subsequent to the rejection of Public Act 4, the Legislature enacted Act 436 of Public Acts of 2012. Pursuant to Section 30 of Act 436 and Act 212 30(1) as well as 30(2), it seems that the references to Act 4 of Public Acts of 2011 contained in 15(7) of PERA would also apply to Act 436 of 2012. The point is "provisions required by this subsection are prohibited subjects of bargaining under this Act". This means, in the view of this Chairman, that placing the proposed provision is not a mandatory subject of bargaining, but is required by PERA; that the refusal by the DPOA to agree to such a provision in their contract may well be an unfair labor practice. But that would be a matter before the Michigan Employment Relations Commission and is not a matter to be resolved by this Act 312 Panel, whose jurisdiction is to address mandatory subjects of bargaining. For this reason, the Chairman declines to join either party in issuing an Order including the City's offer on this subject for lack of jurisdiction. Having received no majority, the proposal fails for lack of a majority vote, with the City Delegate

dissenting as the City Delegate would vote to include the City's Last Best Offer. The DPOA Delegate takes the position that it would not be an unfair labor practice to resist including such language in the contract.

Issue No. 60 - Economic - Article 33.J - Pension Provisions-Longevity Delete from AFC

In Issue No. 60, the City proposes to delete longevity from the average final compensation of the pension plan. Though a majority of the Panel has not included longevity in this contract, longevity has been in previous contracts and it is hoped that the City and the Emergency Manager may in their wisdom reinstate longevity and for this reason the Chairman, joined by the DPOA Delegate, will reject the City's Issue No. 60 which the DPOA obviously objects to. The City Delegate dissents.

Issue No. 66 - Economic - Article 33 - Pension Provisions-Right to Create/Amend/Eliminate DC Plan

Issue No. 67 - Economic - Article 31.U.10 - Pension Provisions-City May Create Loan Program from DC Plan

The City proposes in issue No. 67 to modify Article 31.U as follows:

U. Defined Contribution Plan.

* * *

10. ~~Participant Loan Program. There shall be a~~ The City may create a participant loan program which will conform with the requirements of Section 72(p) of the Internal Revenue Code and shall be limited to "hardship" circumstances, as defined by the Plan Administrator and will only be available if no other loans from the Plan are outstanding. A participant who satisfies applicable rules and procedures as established by the Administrator may borrow from the participant's accounts an amount which does not exceed the lesser of fifty (50%) percent of the participant's vested accumulated balance or Fifty Thousand and 00/100 (\$50,000.00) Dollars. Loans must be for a minimum of One Thousand and 00/100 (\$1,000.00) Dollars. Repayment shall be done through payroll deduction. However, any outstanding balance shall be due upon termination of employment.

* * *

Thus, the City proposes to amend Section U.10 by making the Participant Loan Program permissive rather than mandatory, and not only to new hires but to all Officers without negotiating with the DPOA.

Article 31 - Pension Provisions

- U. Defined Contribution Plan for Current and New Hires - The City reserves the right to design, establish, manage, amend, and implement a Defined Contribution Plan and related duty disability retirement provisions for current employees and new hires, which may include a Defined Contribution Retirement Health Care Plan.

This Plan shall be effective for all bargaining unit members hired into the Department on or after June 30, 2012 and when employee contributions may be made on a pre-tax basis.

Bargaining unit members hired into the Department at or after that time, other than as provided herein in regard to duty-disability beneficiaries, will not accrue benefits under the old plan. Rather, those bargaining unit members hired into the Department on or after the effective date shall accrue benefits exclusively under this Section.

* * *

10. See Issue 67.

* * *

The issue of the type of pension plan is usually an issue of negotiation between the parties. Likewise, the parties did agree that the loan program would be mandatory. There has been no showing after the parties previously agreed that it would be mandatory; that there is any persuasive reason that now the program should be permissive. For both of these reasons, the Chairman, joined by the DPOA Delegate, will vote to deny the request of the City to adopt the proposal represented by Issue No. 66 and 67 which the DPOA objects. The City Delegate dissents.

Issue No. 68 - Economic - *Article 33.V.1 - Pension Provisions-City Right to Amend Disability Retirement*

In Article 33.V.1, the City proposed the following amendment represented by the underscoring:

V. Duty Disability Retirement Provisions

1. Subject to the City's reserved authority to amend and modify the following and subject to c, below, applicable to all bargaining unit members who file application for disability retirement benefits, the definition of "total disability" and "total incapacity" for the duty disability retirement provisions is as follows:

* * *

There was no showing of a need for this provision. The duty disability retirement provisions have been in the contract for some. They are a result of negotiations or an Act 312 between the parties. Subsections a, b and c under Section V.1 were carefully drafted. If there are changes, the changes should be mutually negotiated between the parties or mutually contested in an Act 312. For these reasons, the Chairman, concurred in by the DPOA Delegate, will vote to deny the issue No. 68 proposal by the City. The City Delegate dissents.

Issue No. 69 - *Article 33 - New Pension provision. Eliminate vision and dental care*

The City proposes to add to Article 33 a new section on pensions reading:

Upon the effective date of this Agreement, all vision and dental pensions shall no longer be provided for any future retirees after January 1, 2013.

The DPOA opposes.

The rationale that the City presents is that this is a cost item to the City as the City is required to fund this benefit; that its consultants suggest that this benefit is not prevalent in other pension plans. The DPOA questions this fact. Though the Chairman appreciates that the City is

in financial difficulty, there are disputes between the parties as to the financial condition of the pension plan plus the need to make reforms. The problem that the Chairman sees is that with no history of bargaining and an attempt to resolve such issues as this, given the City's financial plight, more needs to be done at the bargaining table before submitting the issue to the Panel. It is for this reason that the Chairman, joined by the DPOA Delegate, will at this time reject this proposal. Though the DPOA Delegate did not agree with the Chairman's position on a re-opener as to pensions, and therefore expressed concern as to the re-opener, in order to obtain a majority vote at this time, agrees to vote to reject the City's proposal on Issue No. 69. The City Delegate dissents, believing that the issue should be addressed at this time.

Issue No. 62 - Economic - Article 33.R.1 - Pension Provisions-Full Time to Stay in DROP
Issue No. 63 - Economic - Article 33.R.2 - Pension Provisions-DROP Limited to 5 Years

Issue Nos. 62 and 63 are proposals by the City as to the DROP Plan. These are proposals to amend the DROP Plan which the DPOA opposes. Issue No. 62 is a proposal by the City to amend Article 33.R.1 to add the following language:

Members entering the DROP Plan after the effective date of this Agreement must remain in a full duty status for the duration of their participation in the DROP Plan. If a member is not able to return to full duty status within six months, their participation in the DROP Plan shall terminate and he/she shall revert to a regular pension.

The proposal also proposes to delete the reference to the 2.25 escalator in Section R.5 and in R.9. Likewise, in R.2, the proposal proposes to incorporate the City's proposal as to Issue No. 63, the five year limitation on participation in the DROP Plan.

The Chairman would agree with the elimination of the reference to the 2.25% escalator because this is a housekeeping matter related to the stipulation in the 2011 Act 312 arbitration before Chairman Frankland. Thus, this would take care of subsections 5 and 9. As to subsection

2, this will be discussed in the discussion on Issue No. 63.

The Chairman appreciates the proposal put forth by the City. But the difficulty is that the language is drafted as an internal inconsistency and it does not distinguish between IOD and non-IOD injuries or address the overall issue of limited duty. For this reason, the Chairman, concurred with by the DPOA Delegate, will deny the City's proposal except as to Sections R.5 and 9. The City Delegate dissents as to Sections R.1 and 2, but will concur with the Chairman as to Sections R.5 and 9, and as to Sections R.5 and 9, the DPOA Delegate dissents.

As to issue No. 63, the City seeks to limit the participation in the DROP Plan to five years. When the DROP Plan was adopted by the parties, there was no limitation. There would have to be a further record developed to establish a cost factor that would strain the already fragile financial condition of the City to convince this Chairman that this provision is needed. At this point, the Chairman is not convinced. For this reason, the Chairman will join with the DPOA Delegate and deny this proposal but, as the Chairman did with Issue No. 63, he again repeats that as to Sections R.5 and 9, he will agree with the City Delegate that the reference to the 2.25 multiplier will be deleted. On this point, the DPOA Delegate dissents. On the point of denying the limitation, the City Delegate dissents, but does agree with the Chairman as to Sections R.5 and 9 in deleting the 2.25 references to the multiplier.

Issue No. 61 - Economic - *Article 35.K - Pension Provisions-Delete Reference to 2.25% Escalator-No Escalator for Future*

Issue No. 64 - Economic - *Article 33.R.5- Pension Provisions-Delete Reference to 2.25% Escalator*

Issue No. 65 - Economic - *Article 31.R.8 - Pension Provisions-Delete Reference to 2.25% Escalator*

Issue Nos. 61, 64 and 65 are what the City proposes are cleanup provisions representing the stipulated award of 2011 concerning eliminating the 2.25% escalator for service credits

earned after September 1, 2011. As to Article 33.K, the City proposes as follows:

- K. On or after July 1, 1992, and the first of July each year thereafter, the pension portion of any retirement allowance or death benefit of a member or beneficiary of a member as defined in Article IV, Section 1 (d) of the plan provisions, and Article 31. K of this Agreement (to include those members who opt to retire under the new plan provisions) shall be increased at the rate of 2.25% per annum computed on the basis of the amount of the pension received at the time of retirement by all new plan members who are currently retired or who retire on or after July 1, 1992.

~~For persons retiring on or after July 1, 2001, under the new plan provisions, the 2.25% per annum escalation amount shall be re-computed each fiscal year on the basis of the amount of pension received in the previous fiscal year (i.e., the 2.25% per annum escalation amount shall be compounded):~~

The pension portion of any retirement allowance or death benefit of a member, or beneficiary of a member as defined in Article IV, Section 1 (d) of the plan provisions, and Article 31 (K) of this Agreement (to include those members who opt to retire under the new plan provisions) earned on or after September 1, 2011, shall not be increased whatsoever, per annum or otherwise. The pension portion of any retirement allowance or death benefit of a member, or beneficiary of a member as defined herein, accrued prior to September 1, 2011, shall still be increased as provided herein. Hence pension benefits earned based on service rendered on or after September 1, 2011 will no longer receive the 2.25% per annum escalation amount. The 2.25% per annum escalation amount shall continue to apply to pension benefits earned based on service rendered before September 1, 2011.

Pension benefits based on service rendered after the effective date of this Agreement shall continue to not be subject to any escalation amounts.

The City proposes to delete one full paragraph as struck out and add a sentence as underscored, plus a reference to Article 31.K of this Agreement.

As to Issue No. 64, the City proposed to amend Article 33.R.5 as represented by the following underscoring and strikeout:

R. DROP Plan:

1. See Issue No. 62.
2. See Issue No. 63.

* * *

5. The amount paid into the DROP accumulation account shall be 75% of the member's regular retirement allowance plus the annual escalator applicable to the credited service years of 2.25% times that portion of any retirement allowance earned prior to September 1, 2011.

* * *

8. See Issue 65.

* * *

Likewise, as to Issue No. 65, the City proposes to amend Article 31.R.8 with the following strikeouts and underscoring:

R. DROP Plan:

1. See Issue 62.
2. See Issue 63.
5. See Issue 64.

* * *

* * *

8. When the member permanently retires, the member will receive a regular retirement allowance calculated as if the member retired on the day the DROP account started. The member's retirement allowance shall include all annual escalator amounts 2.25% subject to Article 31(K) that would have been added while the member was participating in the DROP plan.

* * *

The history behind this language goes back to correspondence between the then counsel of the City, Kenneth Wilson, and the current counsel of the DPOA, Donato Iorio, when in a letter dated July 14, 2011 Mr. Wilson wrote Mr. Iorio as follows:

I am writing to confirm that the City of Detroit and the Detroit

Police Officers Association (DPOA) have negotiated the agreement summarized below subject to ratification. This agreement would resolve changes to the collective bargaining agreement that would otherwise have been determined by a majority of a panel pursuant to Public Act 312 of 1969, as amended. Subject to ratification, this agreement is as follows:

* * *

- iv. **Elimination of Escalator.** Pension benefits earned based on service rendered after September 1, 2011 would no longer receive a 2.25% per annum escalation. Pension benefits earned pursuant to service rendered prior to that date would still be subject to the escalator. (Identical to LSA award other than the effective date.)

This language then became part of a Stipulated 312 Award before Chairman Kenneth P. Frankland signed on September 22, 2011 in MERC Case No. D09 F-0731 wherein the Stipulated Award provided:

- iv. **Elimination of Escalator.** Pension benefits earned based on service rendered after September 1, 2011 would no longer receive a 2.25% per annum escalation. Pension benefits earned pursuant to service rendered prior to that date would still be subject to the escalator.

Based upon this history, the Chairman concludes that the language proposed by the City in Issue Nos. 61, 64 and 65 reflects this stipulation. It is clarifying language. And, by placing this history in this Opinion, confirming the history, all will understand the meaning of the language. For this reason, the Chairman, voting with the City Delegate, accepts the City's proposal as to Issue Nos. 61, 64 and 65. The DPOA objected, arguing for the *status quo*. Based on the history, the Chairman cast his vote as indicated with the City Delegate. The DPOA Delegate dissents.

<u>Issue No. 9</u> - Non-Economic -	Article 6.A - Management Rights-Add Law and FSA
<u>Issue No. 10</u> - Non-Economic -	Article 6.D, E and F - New Management Rights Provision
<u>Issue No. 11</u> - Economic -	Article 6.G - Management Rights-Delete Confusing Section G about CBA Supplementing Charter
<u>Issue No. 12</u> - Economic -	Article 6 - Management Rights-Reserve all Rights

These Issues proposed by the City address management rights and are amendments to Article 6 of the Master Agreement. All of the amendments proposed are opposed by the DPOA, who propose that the *status quo* remain.

The amendments essentially mirror the City Employment Terms. The fact of the matter is the management rights and responsibilities provisions in the Master Agreement have been negotiated over a long period of time and, in the opinion of the Chairman, gives the Department broad rights only subject to any negotiated "provisions of this Agreement".

The management rights in the Master Agreement are two pages long. They have been tested in the umpire system and the Department has fared quite well among the umpires. All the proposals do is represent a stylistic change. There is no need to reinvent the wheel. The present management rights language gives the Department broad rights which the Department has in the past and will continue to exercise. For these reasons, the Chairman, joined by the DPOA Delegate, declines to adopt the City's proposals as to Issue Nos. 9, 10, 11 and 12 and votes to continue the *status quo*. The City Delegate dissents.

Issue No. 17 - Non-Economic - *Article 9 - Discipline-Department Can Implement Disciplinary Policies, etc.*

The City has proposed to amend the introduction to Article 9, "Discipline", as follows:

All alleged charges and specifications against employees will indicate the specific violation of Departmental rules and regulations including the date, time and location of such alleged violations and a statement in simple concise language of the facts constituting the allegations. The Department reserves the right to implement and/or modify disciplinary policies, rules and penalties, including but not limited to policies relating to use of alcohol and marijuana and other controlled substances with at least thirty (30) days prior notice to the Union.

This, again, is a non-economic issue. Under its management rights, it would seem that the Department has the right to amend policies. But this is asking to confirm this right in the

contract. Likewise, the DPOA has the right to challenge the reasonableness of the rule. Therefore, the Chairman would add the language to the Union's right to challenge the reasonableness of the rule in the grievance procedure. With this added provision, the Chairman would adopt the City's Last Best Offer. The City Delegate reluctantly would agree. The DPOA Delegate dissents with amending the provision.

Uniforms

The parties had proposals on uniforms but, during these proceedings, there was a representation that the parties were reaching an agreement on the issue of uniforms. Based upon this representation, the Panel will not issue an award on uniforms. If the Chairman is mistaken, then the Chairman shall be so advised within five days of the issuance of this Opinion and Award and the Panel will meet to address the issue of uniforms.

Issue No. 94 - City Issue - *Eliminate Adoption by Reference*

Issue No. 94 is a proposal by the City to delete Article 45 of the Master Agreement which is entitled "Adoption by Reference or Relevant Charter Provisions, Ordinances and Resolutions" and reads:

~~Except as otherwise provided in this Agreement, the parties further agree that all provisions of the City Charter, Ordinances and Resolutions of the City Council relating to the working conditions and compensation of employees are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth. These charter provisions, ordinances and resolutions include, but are not necessarily limited to, the following subject matter:~~

- ~~A. Hours of work and method of compensation~~
- ~~B. Overtime payments~~
- ~~C. Premium payments~~
- ~~D. Uniforms and equipment~~
- ~~E. Vacations (furlough and leave days)~~
- ~~F. Holidays~~
- ~~G. Non duty connected illness or disability (sick leave)~~
- ~~H. Duty connected illness or disability~~

- ~~1. Retirement System (pension)~~
- ~~2. Longevity pay~~

The Chairman agrees that there is no reason to reference the Charter Provisions, Ordinances and Resolutions; that the contract involved here should stand by itself. For this reason, the Chairman, joined by the City Delegate, will agree to the elimination with the DPOA Delegate dissenting as the DPOA objects to the elimination of Article 45.

Issue No. 93 - Economic - Article 43 - Civilianization

The City proposes to amend Article 43, "Civilianization", as follows:

The Department shall have the right to use civilians in any function/classification not requiring MCOLES certification, including in any of the functions/classifications listed below. Any police officer in a function/classification that is civilianized shall be reassigned, as it deems appropriate so long as it does not reduce the force or erode the membership of the bargaining unit as a result of the use of civilians in the following commands and district assignments including of the following s/classifications:

Commands

1. Fleet Management
2. Equipment Property Control Section
3. Communication Systems Section
4. Communications Operations
5. Uniform Store
6. Auto Pound
7. Records/Identification Section
8. Print Shop
9. Graphic Arts
10. Crime Analysis
11. Technology Liaison Office
12. Technical Support
13. Any administrative function or classification

District Assignments

1. Vehicle Maintenance Officer
2. Property Officer
3. Any administrative function or classification

~~To the extent civilians are employed to replace sworn officers it shall be done on the basis of either adding civilian staff, or by attrition when an officer voluntarily leaves the positions he/she currently holds.~~

~~Should the Department decide to utilize officers in any of the above mentioned positions, those positions shall be made available for officers to submit DPD 568 Inter Office Memorandums for the transfer requests for the commands. Unless a position is abolished, the Department must fill all vacancies as soon as practicable if not with civilian than with sworn officers.~~

Effective September 1, 2011, the Department may, at its discretion, reassign bargaining unit members from the 36th District Court in order that they may be replaced with civilian staff or civilian security personnel.

The provisions of Article 10 shall not apply to this provision.

The strikeouts in the text represent deletions. There is also an added addition, namely, "The provisions of Article 10 shall not apply to this provision". There is also some additional language in the text concerning MCOLES certification. The City has also added under "Commands" three additional entities, namely, Communications Operations, Technical Support and "Any administrative function or classification". Under "District Assignments", the City has added "Any administrative function or classification".

The DPOA proposes the *status quo*.

Although the City maintains there are 90 Officers affected, some of the City's count includes present entities that can be civilianized, including Fleet Management, which the City claims involves 14 Officers. The present Article 43 already provides for civilianization of Fleet Management. The largest group in the City's proposal is Communications Operations involving approximately 42 Officers.

The City does make a point. In their presentations, the parties did refer to the contract between the City of Chicago and the Fraternal Order of Police Chicago Lodge No. 7 which represents the Chicago Police Officers. Section 23.12 of that contract recognizes civilianization of the functions that the city is seeking to civilianize and the amendment proposed to Article 43.

The City is seeking with less certified Officers in the Department to put more Officers on the street performing Police work. The City is seeking what other major departments are doing as evidenced by the Chicago contract. This civilianization process will take some time. Based upon the record, the City, even with its present language, has not always been able to civilianize. Yet, the City should have the opportunity to do so as part of the reorganization of the Department and the well being of the citizens served by the Department.

For these reasons, the Chairman, with the concurrence of the City Delegate, will vote to accept the proposal of the City to amend Article 43. The DPOA Delegate dissents.

Issue No. 99 - City Proposal - Economic -

Article 33 - Pension-Lump Sum-Actuarial Reduction

Issue No. 100 - City Proposal - Economic -

Article 33 - Pension-Gaines and Losses on Annuity Accounts

These are two issues dealing with pensions. As to Issue No. 99, the City proposes an amendment to Article 33 that reads: "Bargaining unit members may not receive a lump sum cashout of all or part of their accrued financial benefits from the Police and Fire Retirement System without actuarial reduction of benefits fully equivalent to and otherwise of equal value to such payment." As to Issue No. 100, the City proposes to add the following language:

Bargaining unit members having participant accounts with the Police and Fire Retirement System which may be distributed to participant's beneficiaries in one or more installments rather than as an annuity, sometimes referred to as annuity accounts, shall have such accounts ratably adjusted, not less frequently than once per year, based on actual returns, positive or negative, experienced by the Trust during the fiscal year preceding the crediting date. Final distribution of the account balance due a participant or beneficiary shall be delayed until the final adjustment has been made.

The DPOA objects to these proposals.

The provisions for employee pension contributions and annuity funds have been in the

parties' Master Agreement since January 1, 1987. There was no evidence that there was any negotiation on these proposals by the City. Given the length of time that the concept at issue has been in the contract and the lack of negotiation between the parties, the Chairman will vote to maintain the *status quo*. This is the type of proposal, given its longevity, whereby there should be a history of negotiation. Therefore, the Chairman, along with the DPOA Delegate, will vote to maintain the *status quo* as to Issue Nos. 99 and 100. The City Delegate dissents.

Issue No. 107 - Economic - Union Proposal - *Article 34 - Regularity in Use of Sick Leave-Discipline*

Issue No. 107 addresses regularity in the use of sick leave benefits and proposes to amend Article 34.A as follows:

A. General:

The Detroit Police Department is responsible for providing efficient law enforcement services. Maximum attendance is required from all members if this responsibility is to be fulfilled.

The Department shall provide a guideline (copy attached) for determining excessive/improper use of sick usage. It is, therefore, necessary to identify and correct members who have developed a pattern or regularity in the use of their sick leave benefits.

CITY LAST BEST OFFER

A. General:

The Detroit Police Department is responsible for providing efficient law enforcement services. Maximum attendance is required from all members if this responsibility is to be fulfilled.

The Department shall provide a guideline (copy attached) for determining excessive/improper use of sick usage. It is, therefore, necessary to identify and correct members who have developed a pattern or regularity in the use of their sick leave benefits.

Attached to the Offer is an extensive Guideline. The actual proposal refers to Article 34.

However, the proposal would best fit into Article 36 which is the Article in the Master

Agreement referring to regularity in the use of sick leave benefits.

The DPOA opposes the addition of this language and, therefore, opts for the *status quo*. The Chairman, concurred in by the DPOA Delegate, believes that this is a non-economic issue and that the Panel, therefore, is not bound by one Offer or the other of the parties.

There was little bargaining on this issue, even though the Chairman is aware that the question of the use of sick leave benefits has generated grievances between the parties. Therefore, the Chairman believes that the matter requires more discussion and negotiations between the parties than was discussed in these proceedings. For this reason, the Chairman, joined by the DPOA Delegate, will opt for a Letter of Understanding to be attached to the contract whereby the parties are to form a regularity in the use of sick leave benefits committee with two members from the Police administration and two members from the DPOA selected by the President. The committee shall meet within one month of the issuance of these Orders. The committee shall attempt to reach agreement on the guidelines for determining excessive and improper sick leave usage. If the committee is not able to reach agreement by October 1st, the matter shall be referred to the Panel of existing Umpires who shall render a final and binding opinion by January 15, 2014. The referenced referral should be done no later than October 15, 2013. A majority opinion of the Panel shall be binding on the parties. This shall be in reference to the amendment to Article 36.A. Otherwise, all the provisions of Article 36.A as well as the remaining provisions of Article 36.A shall remain in place.

The DPOA Delegate will join with the Chairman in accepting the Chairman's proposal. The City Delegate would have agreed with the City's proposal as to the amendment to Section A, but would agree with the Chairman and the DPOA Delegate that all the other provisions of Article 36.B through H and the portions of Article 36.A that were not proposed to be amendment

would stay.

Issue No. 82 - Article 40.C - Miscellaneous- Extent of Agreement

The City proposes to eliminate Article 40.C, "Miscellaneous", which both parties agree is non-economic, and reads:

Extent of Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless otherwise provided for herein.

The DPOA objects, noting that this language has been in the parties' contract for a number of years. The Chairman sees no reason why this language should not be in the parties' contract. With the number of issues involved in this Act 312, certainly the parties have the opportunity to present the issues they wish put forward. Therefore, it would seem that Article 40.C is an appropriate provision. For this reason, the Chairman, joined with the DPOA Delegate, will vote to retain Article 40.C as it was in the expired Master Agreement expiring on June 30, 2012, with the City Delegate objecting.

Retroactivity

The provisions of the Orders are prospective if involving economic matters from the date of the Opinion and Orders, with the City Delegate agreeing with the Chairman on this point and the DPOA Delegate dissenting.

Issue No. 57 - Economic - Article 31.E.5 - Holidays

The City has proposed to amend Article 31.E.5, "Holidays", as follows:

E. Preparation and Maintenance of Holiday Rosters.

* * *

- 5. District Rosters.** At the discretion of the Employer, all district personnel shall be included on one of the following rosters with the exception as noted in 31.E.5.e.:
- a. **Platoon One.** All employees who start work between 12:00 a.m. and 3:59 a.m.
 - b. **Platoon Two.** All employees who start work between 4:00 a.m. and 10:59 a.m. (including staff personnel).
 - c. **Platoon Three.** All employees who start work between 11:00 a.m. and 4:00 p.m.
 - d. **Platoon Four.** All employees who start work between 4:01 p.m. and 11:59 p.m.
 - e. The exception to the above is personnel assigned to Central Events Special Operations (formerly Special Events Section) of the First Precinct. ~~Only First Precinct Special Operations shall maintain their own rosters.~~

NOTE: These start times shall not include roll call time, nor desk personnel who start earlier than normal hours.

In other words, the City proposes to add the words "At the discretion of the Employer" and add to E.5.e "Central Events" and to delete the remaining language as indicated. The DPOA objects to the changes.

The Chairman believes that this language, namely, the change to "Central Events" represents the current organization in the Department. The Chairman also believes that the reference to the addition of "At the discretion of the Employer" is a reasonable addition, consistent with management rights. For this reason, the Chairman, along with the City Delegate, will vote to accept the City's proposal. The DPOA Delegate dissents.

Issue No. 112 - Economic - Article 33 - Pension Provisions

The Union has proposed to add the following Paragraph P to Article 33:

Paragraph P – New 13 “Effective July 1, 2009, all members that elect DROP, with the immediate payout option shall be paid for all bank time, including sick time, within thirty (30) days. Should any member not receive their lump sum payments within thirty (30) days, they shall receive Michigan judgment interest.”

The City opposed this proposal and has made Last Best Offers set forth in Issue Nos. 75, 87 and 145.

The Chairman, joined by the City Delegate, rejects the Union’s proposal for the reasons discussed under Issue Nos. 75, 87 and 145. The DPOA Delegate dissents.

Issue No. 102 - Economic - City Issue *Health Care Coverage For All Spouses of Employees Hired on or after January 1, 2003*

The City is proposing that there be no health care coverage for all spouses of employees hired on or after January 1, 2003. The DPOA opposes such a provision. This would affect Officers who have been on the force for 10 years. It would obviously affect the City’s ability to recruit qualified candidates because retiree health care for one’s spouse is a plus for recruitment. It is doubtful that in negotiations the City would prevail in this request without a major concession on the part of the City. For this reason, the Chairman, joined by the DPOA Delegate, will vote to deny this request. The City Delegate dissents.

Issue No. 113 - Economic *DPOA Shall Have The Authority to Name an Alternate Health Care Provider*

The DPOA proposes to add to Article 21 a new Section H, namely, “The DPOA shall have the authority to name an alternate health care provider consistent with the terms enumerated in Article 21.” The DPOA has not been able to prevail in such a provision in the past.

Furthermore, in the view of the Chairman, it is the responsibility of the City to present insurance

plans and proposals. If the DPOA has an insurance carrier that it wishes to propose to the City, it may at the bargaining table. Furthermore, as the City points out, it is the City that administers various health plans in many bargaining units. For this reason, the Chairman, joined by the City Delegate, chooses not to adopt the DPOA's proposal as to a new Section H as proposed. The DPOA Delegate dissents.

Issue No. 137 - Non-Economic - DPOA Proposal

The DPOA has proposed to add a new Section R to Article 21 requesting that the City provide the DPOA certain information from Blue Cross Blue Shield each May 1st. This provision has not been in the parties' contract for some time, if ever. In the view of the Chairman, there is no reason to have such a provision in the contract. This is a matter for discussion between the parties during their day-to-day relationship. Therefore, the Chairman, joined by the City Delegate, will vote to deny this request. The DPOA Delegate dissents.

Issue No. 92 A and B - Economic - City Issue *Permanent Shift Program*

Article 42 of the Master Agreement provides for the permanent shift program. In 42.A, the City proposes to add the following sentences: "The City reserves the right to modify, amend, terminate or suspend the permanent shift program in its sole discretion. In the event that the City exercises this right, the City may give prior notice to the Union." As the parties well know, this Chairman in a previous Act 312 at the request of the parties initiated the permanent shift program. The program has been successful and there is no reason to abandon the program. It was a joint initiated program and if it is abandoned, in the view of the Chairman, its elimination should be jointly negotiated as was its creation. For this reason, the Chairman, along with the DPOA Delegate, will vote to deny the addition of the proposed language. The City Delegate dissents.

As to Issue 92B, which is a proposal to eliminate the Joint Labor Management Permanent Shift Committee set forth in Sections D and E, this language is now obsolete as it was necessary when the permanent shift program was in its infancy and as a result the City has proposed to eliminate this language, which apparently the DPOA objects to the elimination. There is no reason after permanent shifts have been in place in excess of 10 years to have such language. Therefore, voting with the City, the Chairman agrees to eliminate Sections D and E of the current language. The DPOA Delegate dissents.


ORDERS

The Orders and the votes of the Delegates are as set forth in the body of the Opinion. The views expressed in the Opinion are the views of the Chairman and those voting with the Chairman do not necessarily represent the views of the Delegate voting with the Chairman. But the vote of the Delegate with the Chairman was necessary to obtain a majority vote on the Issue involved. For convenience, these Orders have been signed by the Delegates on separate pages, but have the same effect as if signed on the same pages with the Chairman.

March 25, 2013


GEORGE T. ROUMELL, JR., Chairman

March 25 2013


CRAIG S. SCHWARTZ, City Delegate, concurring
and dissenting where indicated

March 25, 2013

Theodore M. Iorio
THEODORE M. IORIO, DPOA Delegate,
concurring and dissenting where indicated

EXHIBIT A-2

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312, PUBLIC ACTS OF 1969 AS AMENDED

In the Matter of:

CITY OF DETROIT

-and-

MERC Case No. D12 D-0354

DETROIT POLICE OFFICERS
ASSOCIATION

CHAIRMAN'S PARTIAL AWARD ON HEALTH INSURANCE

George T. Roumell, Jr., Chairman
Craig Schwartz, Esq., Employer Designee
Theodore Iorio, Esq., Union Designee

APPEARANCES:

FOR THE CITY OF DETROIT:

FOR DETROIT POLICE OFFICERS
ASSOCIATION:

Malcolm D. Brown, Attorney

Donato Iorio, Attorney

OPINION AND FINDINGS

The hearings involving this Act 312 have occurred after numerous pre-conference and pre-trial conferences with the Chairman on November 5, 16, 19, 29, 30, December 12 and 18, 2012. On December 18, 2012, there was a hearing on the issue of health care. Because there was an ongoing open enrollment on health care that affected the choices that members of the Detroit Police Officers Association could make which was scheduled to end on December 27, 2012, it was imperative that this Chairman issue an Opinion and Award dealing with the issue of health care, dealing with health insurance as it affected current employees in order to give said Officers the opportunity to make informed choices.

With the concurrence of the parties and the members of the Panel, the Chairman, with the splendid work of the reporter to issue a transcript of the hearing within 12 hours of the hearing, issues an Interim Award on most aspects of the health care issue so that the members of the Detroit Police Officers Association can make their choices.

The genesis of the dispute stems from the fact that at one point the City entered into a tentative agreement with the DPOA on February 9, 2012 addressing the health care plans offered to Officers, namely, a PPO Plan, HAP, Blue Care Network Plans and the THC Plan, whereby the City's maximum contribution for any health plan was to be 80% of the Option I Plan offered by BCBSM1/CVS Caremark and the employee was to contribute 20% of the premium. This tentative agreement was not ratified by the City. Following a Consent Agreement between the State and the City, there were City Employment Terms imposed by the City of Detroit on the Detroit Police Officers Association. This Act 312 was instituted.

The DPOA presented Last Best Offers essentially as to COPS Trust mirroring the tentative agreement of February 9, 2012. The City presented a Last Best Offer modifying the benchmark to the BCBSM Community Blue PPO Modified Option III Plan offered by BCBSM/CVS Caremark. The City's Last Best Offer also provided, "Participants in COPS Trust must pay 20% of the BCBSM Community Blue PPO Modified Option III Plan offered by BCBSM/CVS Caremark plus any additional premium cost, if any, between COPS Trust and Community Blue PPO BCBSM/CVS Caremark". The City's Last Best Offer also provided that the COPS Trust could keep its plan design. The difficulty with the City's proposal was for Officers seeking COPS Trust and there were 400 Officers using COPS Trust is that those Officers would be paying substantially more toward premiums than the 80/20.

What then occurred is, as the record reveals, for a period of about three to four hours the

parties engaged in off-record negotiations where the parties did modify their positions, but then the negotiations broke down over one issue to be discussed by the Chairman, namely, the issue of working spouse coverage. As the Chairman views it, the working spouse coverage is not economic as it is a language part of the plan which permitted the Chairman to make a choice. Furthermore, the Chairman views the parties' positions as modifying their offers as permitted by the Commission's proposed rules for Last Best Offers.

What now follows is the Award of the Panel on health care, health insurance for current employees, joined by the City Delegate. The Chairman does state that the Union Delegate was active in the negotiations but will dissent because of the issue of the spouse. The representative of COPS Trust, Daniel Gorczyca, testified that COPS Trust on January 1, 2013 through December 31, 2013 will guarantee the following health care insurance rates:

	Monthly Premium Amounts
One Person	\$ 485.25
Two Persons	\$1,016.65
Family	\$1,151.53

Based upon these rates, the Award shall be that the City shall pay 80% of the premium and the employee shall pay 20% based upon this calculation of the above premiums, the City shall pay no more than the following amounts:

	City Pays These Amounts Monthly
One Person	\$388.20
Two Persons	\$813.32
Family	\$921.22

The employees' contribution shall be monthly as follows:

One Person	\$ 97.05
Two Persons	\$203.33
Family	\$230.31

The City's obligation to pay 80% shall not be any higher than 80% of the highest

premium that it pays for any plan and the City's benchmark shall be as proposed the BCBSM Community Blues PPO Modified Option III Plan offered by BCBSM/CVS Caremark. The Chairman notes that the City pays a premium higher than COPS Trust for HAP.

The Hospitalization Plan Design Changes attached to the tentative agreement of February 9, 2012 and reattached to this Award as Exhibit A shall apply to all plans including COPS Plan and that the parties are to draft appropriate language to be included in the contract. The COPS Plan as designed as well as the design of the other plans attached as Exhibit B to the tentative agreement shall apply except as modified by this Award.

This Award also intends that Paragraph H of Article 20 of the 2004-2011 Agreement be removed as the parties did indicate to the Chairman that a committee is no longer needed. It is the intention of the Award that language be drafted by the parties to comply with this Award.

There were other changes proposed by the City that this Award does not address which will have to be addressed at the January 8, 2013 hearing so that the language changes are clear to the Chairman, namely, proposals as to 20.E and F. Furthermore, this Award does address proposal 20.F as the Award addressed this issue. The language as to Article 21.A is reserved for further discussion. Likewise, the issue of dental and optical care for retirees is reserved and not covered by this Award for further discussion, namely, the proposed Article 21.CC language.

The issues represented by the proposed Article 21.Y, BB and DD are rejected.

The issues represented by the proposed language in Paragraphs O and Z are reserved.

The reservation of issues means that this Award has not addressed those issues or that language and will do so after further discussion with the parties in January 2013.

The final issue was raised by the DPOA and that is spousal coverage, particularly under the COPS Trust. The issue involves the working spouse who works for an employer other than

the City who has health care insurance coverage. The City's position is that if the other employer furnishes the working spouse's health care insurance, then the City should not be obligated to furnish health care coverage for that spouse. The City, with the other carriers and Blue Cross Plans, furnished the DPOA members and other City employees except groups in which there are still existing collective bargaining agreements have this provision. It does have a cost saving feature. This particular provision became an area of contention between the parties. As it is, the City has provided that COPS Trust can have its own plan design with modifications. It only seems fair in the area just discussed that all plans have the same features, namely, as long as a spouse has health care coverage by another employer, then the City should not provide spousal coverage, since this will be a universal feature, should be a feature in the COPS Trust provision and for this reason the Chairman will accept this as his position on this issue based on the representation that it is in all other plans offered by the City to the Officers and for that matter to a large number of City employees.

As to the open enrollment, the open enrollment will be extended until January 15, 2013 so that Officers will have the opportunity to make choices. Member Theodore Iorio dissents from this Interim Award. Member Craig Schwartz concurs.

A W A R D

The Award incorporates as the Award the statements made above and does not include the reservations stated above.


GEORGE T. ROUMELL, JR., Chairman

December 19, 2012

EXHIBIT 6: COMPLAINT

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE**

**CITY OF DETROIT, a
municipal corporation,
Plaintiff,**

vs.

**DETROIT POLICE OFFICERS
ASSOCIATION,
Defendant.**

BUTZEL LONG
By: Malcolm D. Brown (P11291)
Attorneys for Plaintiff, City of Detroit
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Case No: _____
Hon. _____

13-004974-CL
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4/15/2013 2:19:20 PM
CATHY M. GARRETT

**COMPLAINT FOR JUDICIAL REVIEW
OF PART OF AN ACT 312 ARBITRATION AWARD**

There is no other pending or resolved civil action arising out the transaction or occurrence alleged in this Complaint. There is a related case arising out of the same Act 312 Petition that is the subject of this lawsuit that was pending before the Hon. Kathleen McDonald, Wayne County Circuit Court Case No. 12-010859-CL. That case is now on appeal.

/s/ Malcolm D. Brown
Malcolm D. Brown

NOW COMES the Plaintiff, City of Detroit, and states for its Complaint For Judicial Review of an Act 312 Arbitration Award as follows:

PARTIES, JURISDICTION AND VENUE

1. The City of Detroit ("City") is a municipal corporation located within Wayne County, Michigan.

2. Prior to March 28, 2013, the effective date of 2012 P.A. 436, the City as a public employer was subject to the compulsory arbitration provisions of 1969 P.A. 312 ("Act 312"); MCL 423.231 *et seq.* as amended.

3. Effective March 28, 2013 the City was placed into receivership status under and pursuant to 2012 PA 436 ("P.A. 436").

4. Pursuant to Act 436, Kevyn Orr has been appointed the Emergency Manager for the City.

5. Defendant, Detroit Police Officers Association ("DPOA"), is a voluntary association and a labor organization and a bargaining representative, as defined by MCL 423.2(g) and by MCL 423.201(a). The DPOA is the sole and exclusive bargaining representative for a bargaining unit consisting of Detroit Police Officers below the rank of Investigator. The DPOA maintains its offices at 1938 E. Jefferson, Detroit, Wayne County, Michigan.

6. Jurisdiction and venue are proper in the Wayne County Circuit Court pursuant to MCL 243.242, as the dispute in this case arises in Wayne County, Michigan.

FACTS

7. On or about June 22, 2012, the DPOA filed a Petition under Act 312 with the Michigan Employment Relations Commission ("MERC"), which Act 312 Petition was stayed/held in abeyance as a result of the 2011 P.A. 4 ("P.A. 4") (the predecessor statute to Act 436) and the suspension of the duty to bargain contained in PA 4.

8. On June 30, 2012, the Labor Contract between the City and the DPOA expired.

9. On or about July 17, 2012 the City implemented the City Employment Terms which, *inter alia*, reduced the wage rates of Police Officers in the DPOA by ten percent (10%).

10. Upon suspension of PA 4 on or about August 3, 2012, MERC began to process the DPOA's Act 312 Petition.

11. George Roumell was selected as the Chairman of the Act 312 Arbitration Panel.

12. Last best offers pursuant to Act 312 were exchanged between the parties concerning many issues, including wages.

13. The last best offer of the City concerning wages (issues 89A and B) provided that if the Arbitration Panel determined that there would be a two year collective bargaining agreement (July 1, 2012 to June 30, 2014), that there would be no wage increase (0%) from the wage rates in existence pursuant to the City Employment Terms implemented on or about July 17, 2012 for the entire two year term of the labor contract.

14. The last best offer of the DPOA in regard to wages (issue 89) provided that effective January 1, 2013 the 10% wage reduction implemented on or about July 17, 2012 would be restored for the remaining term of the two year labor contract.

15. Pursuant to MCL 243.238 an arbitration panel shall adopt the last best offer of settlement of one of the parties, which in the opinion of the arbitration panel more nearly complies with the applicable factors prescribed in MCL 243.239.

16. On March 25, 2013, the Act 312 Arbitration Panel issued its Award. The Award and other documents referred to in this Complaint are in the possession of the DPOA.

17. In its Award concerning wages the Arbitration Panel did not adopt the last best offer of either the DPOA or the City.

18. In its Award the Arbitration Panel ordered that effective January 1, 2014 there would be a 5% wage restoration.

19. Pursuant to MCL 423.242 this Court may review the orders of an Act 312

arbitration panel for the reasons that the panel was without or exceeded its jurisdiction and for reasons that the order of the arbitration panel was not supported by competent, material and substantial evidence on the whole record.

COUNT I

20. The City incorporates paragraphs 1 -- 19 of the Complaint herein.

21. The Arbitration Panel failed to adopt either the last best offer of the City or the last best offer of the DPOA on the issue of wages.

22. The Arbitration Panel exceeded its jurisdiction and/or authority by failing to adopt either the last best offer of the City or the last best offer of the DPOA on the issue of wages.

WHEREFORE, the City requests that this Court vacate that portion of the March 25, 2013 Award with respect to wages; that it remand the issue regarding wages to the Arbitration Panel and order that the Arbitration Panel adopt as its Award and Order, the last best offer of settlement of one of the parties concerning wages; and that the Court take such other or further action as it deems appropriate.

COUNT II

23. The City incorporates paragraphs 1-22 of the Complaint herein.

24. As pled in Count I, the City maintains that the Arbitration Panel exceeded its jurisdiction and/or authority by failing to accept the last best offer of one of the parties. In the alternative, however, the Act 312 Award must additionally be vacated because the Arbitration Panel's order was not supported by competent, material or substantial evidence on the entire record in regard to the Award on the issue of wages.

25. The Arbitration Panel failed to accord the ability to pay factor the most significance as set forth in MCL 243.239 in rendering its award on wages.

WHEREFORE, the City requests that this Court vacate that portion of the March 25, 2013 Award with respect to wages; that it remand this issue to the Arbitration Panel for decision consistent with Act 312 and the appropriate significance to be accorded to the ability to pay factor in MCLA 243.239; and that the Court take such other or further action as it deems appropriate.

BUTZEL LONG

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Dated: April 15, 2013

EXHIBIT 7: MASTER AGREEMENT

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

DETROIT POLICE OFFICERS ASSOCIATION

2014 - 2019

CHI-1939680v4

LAW ENFORCEMENT-CODE OF ETHICS

As a law enforcement officer, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception; the weak against oppression or intimidation; and the peaceful against violence or disorder; and to respect the constitutional rights of all persons to liberty, equality and justice.

I will keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, animosities, or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence, and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as public trust to be held so long as I am true to the ethics of police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession -- LAW ENFORCEMENT.

The Law Enforcement Officers Code of Ethics, by agreement of the parties, is not a provision or article of this contract, but rather is included herein to remind all who read this document of the dedication, sacrifice, courage, valor, judgment, wisdom, responsibility, accountability, loyalty and professionalism which is displayed by the membership of the Detroit Police Officers Association while serving the citizens of the City of Detroit.

AGREEMENT

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the "City," the "Department," or the "Employer"), and the Detroit Police Officers Association, an organization existing under the laws of the State of Michigan (hereinafter referred to as the "Union" or the "Association").

PURPOSE AND INTENT

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 City of Detroit in its capacity as an Employer, the Employees, the Union and the people of the City of Detroit.

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 services 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. DEFINITIONS

- A. "Association" or "Union" means Detroit Police Officers Association, Inc.
- B. "Employee" means any person who is a Police Officer below the rank of Detective employed by the Detroit Police Department.
- C. "Department" means the Detroit Police Department.
- D. "Employer" means the Detroit Police Department or the City of Detroit.
- E. "Commanding Officer" means the officer officially designated by the Detroit Police Department as the commander of a given entity.
- F. "Reviewing Officer" means the superior officer in charge of the next higher command or level above the commanding officer of the employee originating the grievance.
- G. "Labor Relations" means Labor Relations of the Detroit Police Department.
- H. "Grievance" means the claimed unjust treatment, violation, misinterpretation, or inequitable application of any of the provisions of this Agreement or rules, regulations, and procedures covering working conditions applicable to the employees of the Department.
- I. "Association Officer" means any one of the four elected officers of the Association -- President, Vice-President, Secretary-Treasurer and Sergeant-at-Arms.

- J. "Steward" means the agent of the Association at the lowest departmental unit, that is, the representative at the precinct, or entity, or other similar level.
- K. "Alternate Steward" means the agent of the Association who shall function in the absence of the steward.
- L. "Chief Steward" means the representative of the Association at the precinct level other than Association officer.
- M. "Alternate Chief Steward" means the agent of the Association who shall function in the absence of the Chief Steward.
- N. "Executive Board" means the nine (9) elected members of the Board of Directors of the Association and the four (4) elected officers of the Association, as defined in the Association's by-laws.
- O. "Board of Directors" means all of the stewards and the Executive Board.
- P. "Grievance Committee" means a committee of not more than three (3) members designated by the Union to review, screen and adjust grievances presented by employees.
- Q. "Shall" and "will" as used in this contract have the same meaning; they are used to express what is mandatory or obligatory.
- R. Pronouns of masculine and feminine gender include each other.

2. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for all Police Assistants and Police Officers of the Detroit Police Department, below the rank of Detective, for the term of this Agreement.

3. UNION SECURITY

- A. Employees are free to join or not to join the Union.
- B. Employees who are not members of the Union and who desire membership in the Union shall confirm their desire to join for the duration of this Agreement by initiating their Union application form and dues deduction authorization forms within forty-five (45) calendar days after the effective date of this Agreement.
- C. Any person who is employed with the City prior to the effective date of this Agreement and is covered by this Agreement who is not a member of the Union and who does not make application for membership within forty-five (45) calendar days after the effective date of this Agreement shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular Union membership dues. Employees who fail to comply

with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union, unless the City is otherwise notified by the Union in writing within said thirty (30) calendar days.

- D. Any person who becomes an employee of the City after this Agreement is in effect and is covered by this Agreement who is not a member of the Union and who does not make application for membership within ninety (90) calendar days from the date of employment shall, as a condition of employment pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union, unless the City is otherwise notified by the Union in writing within said thirty (30) calendar days.
- E. All deductions under this Article shall be subject to revocation by the employee who executed such assignments, upon giving written notice within thirty (30) calendar days immediately prior to the expiration date of this Agreement, to assignees and the Finance Director. The Finance Director and the City Treasurer shall thereafter cease withholding any money whatever under such assignments.
- F. The Union shall have no rights or interest whatsoever in any money authorized withheld until such money is actually paid over to it; however, the City shall promptly remit said monies received to the Union. The City or any of its officers and employees shall not be liable for any reasonable delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the Union's last known address, the City and its officers and employees shall be released from all liability to the employee and the Union under such assignments (Section 13-4-4 of the Municipal Code of the City of Detroit).
- G. If any provision of this Article is invalid under Federal Law, or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State Law or shall be re-negotiated for the purpose of adequate replacement.
- H. Dues Deduction.

The Employer agrees to deduct from the wages of bargaining unit employees, all Union membership dues, initiation fees and assessments uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for Union dues deduction or service fee deductions shall remain in full force and effect during the period of this Agreement and may only be revoked within the thirty (30) calendar day period immediately prior to the expiration of this contract. The revocation notice must be given to both the Employer and the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by-laws of the Union. Each bargaining unit employee and the Union hereby authorize the City to rely upon and to honor certifications by the Secretary-Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and initiation fees.

I. Service Fee Deduction.

The Employer agrees to deduct from the wages of any bargaining unit employee who is not a member of the Union all Union service fees as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this contract and may only be revoked on written notice within the thirty (30) calendars day period immediately prior to the expiration of this contract. The revocation notice must be given both to the Employer and to the Union.

- J. The Employer agrees to deduct from the wages of bargaining unit Employees a political contribution deduction as provided for in a written authorization in accordance with the standard form used by the Employer, provided that the form shall be executed by the Employee. The amount to be deducted shall be a set amount which shall be deducted on a bi-weekly basis. The Secretary-Treasurer of the Union shall notify the City, in writing, of the amount to be deducted. This deduction may be revoked by the Employee at any time by giving written notice to both the Finance Department and to the Union.
- K. The Association shall refund to Employees, dues and service fees erroneously deducted by the City and paid to the Association. The City may offset any amount erroneously or improperly deducted and paid to the Association from any subsequent remittance to the Association.
- L. The Union agrees that in the event of litigation against the City, its agents, or Employees arising out of this provision it will co-defend and indemnify and hold harmless the City, its agents, or Employees from any monetary award arising out of such litigation.

4. BASIS OF REPRESENTATION

- A. In each representative Precinct (See Schedule A) Employees shall be represented by one (1) steward for each shift, who shall be a regularly scheduled bargaining unit employee working in that Precinct and on that shift. One (1) alternate may be selected in each Precinct for each shift to serve in the absence of the steward. The member selected shall, for the purpose of title only, be considered a steward and not an alternate steward.
- B. The representative units and number of representatives allocated to each entity are listed in Schedule A attached to this Agreement. If any existing precinct, or entity is eliminated or any new precinct, or entity is created, or if the number of bargaining unit personnel of any existing entity is increased or decreased substantially, the parties to this Agreement shall re-negotiate the number of representatives allocated to such entity on a basis consistent with the principle of proportional representation.
- C. Stewards shall be allowed to communicate official Union business to members prior to on-duty roll call or following off-duty roll call.
- D. Only one (1) chief steward and one (1) steward from each shift shall enjoy top seniority insofar as remaining with their precinct, section, unit, district or platoon during their term

of office, and they shall not be transferred out of their Precinct, Section, Unit, District or Platoon, except for justifiable cause, reduction in force, or in connection with civilianization and/or use of Police Assistants in accordance with the terms of this Agreement. This provision will apply when reductions in force occur except when a Section, Unit, or Platoon is discontinued or otherwise inactivated or consolidated.

- E. Those nine (9) stewards who are members of the Executive Board of the Union shall be allowed a minimum of one (1) working day a month without loss of pay or benefits to attend Executive Board meetings.
- F. Only one (1) steward from each representative Precinct, Section, or Unit shall be excused from work without loss of pay or benefits to attend the monthly Board of Directors meetings when such meetings coincide with their normal working hours.
- G. The President, Vice President, Secretary-Treasurer and Sergeant-at-Arms shall be allowed to conduct Union business on a full-time basis without loss of pay or benefits. When reductions in force occur, the above titled officers will have top seniority under Article 10.
- H. The Union officers upon leaving their positions shall have the right to return to their previous assignment.
- I. Union officers shall be permitted to discuss Union business with members during their duty hours, provided such discussions shall not interfere with the performance of the member's duties. Such discussions shall not interfere with the normal operations of the precinct, or entity involved.
- J. In the event of a full mobilization of the Department's resources, now known as a M02 complete, the Union officers shall contact the office of the Chief of Police and shall remain available during the period of the mobilization for the purpose of establishing a Department/Union liaison to deal with any labor relations problem which may arise.
- K. The Union President, or in his/her absence, the next Union officer in line, shall be given written notice, in advance, of anticipated major changes in working conditions.
- L. A copy of each special order, general order, notation, personnel order, training bulletin and materials that are distributed to the general membership shall be sent promptly to the Union President through the Department mails.
- M. A copy of photographs of all Department functions shall be available to the Union upon request on each specific occasion.
- N. Within thirty (30) days after the effective date of this Agreement, the Union President shall provide the Chief of Police written confirmation of the names of all stewards, chief stewards, the nine (9) stewards who are members of the Executive Board, Union officers, designated representatives, and Grievance Committee members who will function in an official capacity for the Union. As changes occur, the President shall notify the Chief of Police, in writing, within a reasonable time.

- O. The Association may establish a three-member Grievance Committee for the purpose of working under the authority of the Union President in processing grievances. Grievance Committee members shall receive two (2) working days off per week in order to investigate and process grievances. Grievance Committee members may also attend those meetings and hearings as set forth in the grievance and arbitration articles of this contract and any other meetings or hearings with officials of the City with the permission of the Labor Relations Section. Such permission shall not be unreasonably denied.
- P. The stewards and chief stewards may, during their working hours without loss of time, pay or benefits, investigate and present grievances to the Employer, after having obtained release from work from their supervisors. Such release shall be within a reasonable time. Such privilege shall not interfere with vital police service. The stewards and chief stewards shall not be released for simultaneous investigation of grievances, unless mutually agreed between the Chief Steward and the Desk Supervisor.
- Q. Special Conferences on important matters may be requested by either party and will be arranged between the Union President or his/her designated representative and either the Board of Police Commissioners or their designated representative, or the Chief of Police or his/her designated representative. When the Union elects to have a special conference with the Board of Police Commissioners, the Union shall submit a copy of the request to the Chief of Police.

Arrangements for such special conferences shall be made five (5) calendar days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda.

5. UNION RESPONSIBILITIES

- A. Recognizing the crucial role of law enforcement in the preservation of the public health, safety and welfare of a free society, the Union agrees that it will take all reasonable steps to cause the Employees covered by this Agreement, individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.
- B. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the Employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful and proper performance of all the duties of their employment.
- C. The Union further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow-downs, stoppages of work, malingering or any acts that interfere in any manner or to any degree with the continuity of police services.

6. MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. Both the Department and the Association acknowledge their shared responsibility for the enforcement of the laws and ordinances of the City of Detroit and the State of Michigan as well as for assuring the safety and property of the citizens of the City of Detroit, and agree to work together cooperatively to maintain the highest standards of professionalism and integrity in the service of the City and its citizens. The Union recognizes the prerogatives of the Department to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority and the terms and provisions of this Agreement. Except as specifically limited by the provisions of this Agreement or applicable law, the Department will have the discretion and authority:
1. to hire, direct, classify, assign, reassign, promote, demote, evaluate, transfer, layoff, and/or recall Employees, including the assignment or reassignment of Employees;
 2. to determine the size of its workforce, including the number of Employees, the number of job classifications, departments, and shifts of work whether increased or decreased;
 3. to develop, establish, or modify job descriptions and job postings for positions in the Department;
 4. to determine policies affecting the selection, evaluation and training of Employees;
 5. to establish and modify hours of work, including the beginning and ending time for shifts of work, whether increased or decreased, and the establishment of the hours of the shifts, whether increased or decreased;
 6. to determine the content and nature of the work to be performed, and the competencies and qualifications needed to perform the work;
 7. to determine the organizational structure of the Department, including the planning, direction, control, increase, decrease, or discontinuance of operations or services, and the organization of the same;
 8. to determine the location and types of facilities, including the establishment of new units, precincts, departments, divisions, or subdivisions thereof and the right to transfer Employees and equipment between and among the Department's various facilities;
 9. to establish, regulate, determine, revise, or modify at any time the policies, practices, protocols, processes, techniques, methods, means and procedures used in the Department, including, but not limited to machinery, materials, methods, facilities, tools, and equipment;
 10. to transfer, relocate, merge, consolidate or close its facilities and operations, in whole or in part, and to separate its Employees in connection with said

transferring, relocation, merger, consolidation or closing after discussing the effects of such decision with the Association to the extent required by law;

11. to create and maintain special units and to select Employees to work within such special units provided that the Department will provide reasonable notice to the Association;
 12. to establish and enforce policies pertaining to drug testing and substance abuse;
 13. to assign an Employee to work in a restricted capacity for good cause;
 14. to enforce state and local licensing, certifications, and other requirements;
 15. to subcontract or civilianize any job or job function, subject to the limits set forth in Article 39.H of this Agreement; and
 16. with respect to any other matter related to the enforcement of the laws of the City of Detroit or the State of Michigan and the protection of its citizens and their property.
- B. The Department has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and the public safety and consistent with the provisions of this Agreement.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- D. The Department reserves the right to discipline and discharge for just cause and to establish reasonable work rules and rules of conduct. The Department reserves the right to lay off Employees for lack of work or funds or for the occurrence of conditions beyond the control of the Department or when such continuation of work would be wasteful and unproductive.
- E. The City of Detroit is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Department and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Department in all phases of the employment process, without regard to race, color, creed, national origin, citizenship status, religion, age, political orientation, sex, sexual orientation, genetic information, arrest record, height, weight, familial status, marital status, or disability, in accordance with applicable State and Federal laws. To this end, basic rights and equities of members are established through the City Charter, Executive Orders of the Mayor, Ordinances and Resolutions of the City Council and the rules of the Department.
- F. The Department shall notify in advance, in writing, the Association President, or in his absence the next officer in line, when it anticipates exercising its right to make changes in working conditions. Conferences to discuss said anticipated changes shall be conducted at the request of either party. Such conferences shall not be construed as "formal" negotiations. Provided however, in no event shall the City make decisions which alter

the relationship between the parties in regard to wages, hours, and the terms and conditions of employment as set forth in this Agreement. Any changes in that area require renegotiations of the contract.

G. No Department official or agent of the City shall:

1. Interfere with, restrain, or coerce Employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted *by law* to avoid a conflict of interest; or
2. Initiate, create, dominate, contribute to or interfere with the formation, administration, internal affairs, elections, meetings, dues policies or officers, of the Association; or
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization; or
4. Discriminate against an Employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as a part of the labor organization recognized under the terms of this Agreement; or
5. Refuse to meet, negotiate, or confer on proper matters with representatives of the Association as set forth in this Agreement.

H. It is agreed that the City retains and reserves all rights, powers and authorities given to it under any national, state or local law unless otherwise negotiated in this Agreement.

I. The Union pledges full support for continuity of employment during normal or emergency working conditions.

J. The Department shall comply with applicable laws pertaining to labor and employment matters.

7. GRIEVANCE PROCEDURE

A. Every Employee of the Department shall have the right to present grievances in accordance with the procedure provided herein. The Association will hand deliver grievances directly to a Captain or Commander. The written grievance will set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee or employees involved, and the provisions of this Agreement, if any, that the grievant claims have been violated. Receipt of the grievance will be acknowledged by signature of the Captain or Commander who receives the grievance. Any grievance not filed within fourteen (14) calendar days of the occurrence of the alleged violation or within fourteen (14) calendar days of an Employee or the Association becoming aware of an alleged violation will be considered untimely and will not be processed.

B. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

- C. Immediate supervisors, commanding officers and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.
- D. Grievances shall be processed according to the following procedure

STEP 1 - Written – Sergeant, Lieutenant, or Captain:

The sergeant, lieutenant, or captain will provide a written answer to the steward within seven (7) calendar days after receipt. Acceptance or rejection of the answer will be written on the grievance form by the steward.

STEP 2 - Appeal to Commanding Officer of the Precinct or Division:

If the grievance is not satisfactorily adjusted at Step 1 or acted upon by the sergeant, lieutenant, or captain within seven (7) calendar days, it may be appealed by the chief steward to the Commanding Officer of the precinct or division within three (3) calendar days. The Commanding Officer will discuss the grievance with the steward, chief steward, or both, and the aggrieved Employee(s) and render a written answer within seven (7) calendar days of his/her receipt of the grievance.

STEP 3 - Appeal to the Chief of Police:

If the grievance is not satisfactorily settled or adjusted in Step 2, it will be referred to the President of the Association or his designated representative, who may appeal it to the Chief of Police within fifteen (15) calendar days. A meeting to discuss the grievance will be held between the President or his designee, or both, and members of the grievance committee, and the Chief of Police or his designee within ten (10) calendar days after receipt of the grievance by the Chief of Police. A written decision will be rendered by the Chief, or his designated representative, within ten (10) calendar days of the meeting. By mutual agreement, the parties may extend the timeline in order to enable the Chief of Police to participate directly.

Medical Grievance Procedure:

The Labor Relations Division will provide notice to the President of the Association and the Employee's Commander of all grievances involving medical issues

- E. Notwithstanding any other provisions herein, individual Employees may present their own grievances to the Department and have them adjusted without the intervention of the steward or Union officers; provided, however, that the Department has given the steward or Union officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Department and the Union.
- F. Grievances not appealed in writing to the next step within the time limits set forth above will be considered settled on the basis of the last decision, provided that any grievance not responded to by the Department within the time limits set forth above will be

automatically moved to the next step in the grievance procedure. Additionally, the time limits of the grievance procedure may be shortened or extended by mutual agreement.

- G. Grievances affecting a large number of employees or concerning a transfer between commands may be treated as policy grievances and entered at the third step of the grievance procedure by the Union. One or more members of the Grievance Committee may attend hearings on policy grievances entered at Step 3 with the permission of the Labor Relations Section. Such permission shall not be unreasonably refused.
- H. In instances wherein the subject matter of the grievance lies within the jurisdiction of specific City agencies (e.g., payroll, etc.), the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken. Further, the Chief of Police and the President of the Association will be permitted, at their discretion, to participate at any step of the grievance procedure.
- I. Binding Mediation Procedure. By mutual agreement, the parties may submit certain disputes to an abbreviated binding mediation procedure in lieu of arbitration. The parties will identify at least one (1) permanent arbitrator from the permanent panel selected under Article 8 who shall schedule one (1) additional hearing date each month. Prior to each scheduled hearing date, each party may submit up to five (5) grievances and disciplinary matters for a binding recommendation by the arbitrator serving as a mediator. Each party shall provide the other party and the arbitrator with advance notice of the matters to be presented, including relevant documentation. Either party may reject a matter that is proposed to be heard. The mediation hearing shall be informal and the parties agree to be bound by the recommendation of the arbitrator serving as a mediator.

8. ARBITRATION

- A. Any unresolved grievance relating only to the interpretation, application or enforcement of a specific article and section of this Agreement or any Supplementary Agreement, hereto, having been processed fully through the last step of the grievance procedure, may be submitted to arbitration by the Department or the Association in strict accordance with the following:
 - 1. Arbitration may be initiated by written notice to the other party of an intention to arbitrate. Such written notice of intent to arbitrate must be made within ten (10) calendar days after receipt of the Step 3 answer.
 - 2. Selection of Arbitrator and Permanent Panel
 - a. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and select four (4) disinterested persons qualified in labor-management relations to serve as permanent arbitrators. If the parties are unable to agree upon four (4) individuals to serve as permanent arbitrators, for each unfilled position, the Director of the Michigan Employment Relations Commission (MERC) shall be requested to submit the names of five (5) disinterested persons qualified and willing to act as impartial arbitrators. From each list, the Department and Union shall each

alternately strike one name until four (4) names have been eliminated and the person whose name remains on the list shall be selected to act as one of the four (4) permanent arbitrators.

- b. If at any time either party desires to terminate the service of an arbitrator, it shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall then send a joint written notice to the arbitrator of his termination. Neither party may terminate the services of an arbitrator unless he has heard at least one (1) case.
 - c. Once the arbitrator has received written notice that his services are terminated, he shall not hear any further cases. However, he shall render decisions on all cases that he has heard prior to receiving such notice.
 - d. In the event an arbitrator is terminated, a new arbitrator shall be immediately selected in accordance with the procedure described in Section 2.a.
 - e. The arbitrators will hear cases on a chronological rotation.
- 3. It will be within the authority of the arbitrator to make a decision binding upon the parties regarding the interpretation, application, or enforcement of the Agreement.
 - 4. The arbitrator will not consider any evidence submitted by either party, which was not produced in the grievance procedure unless such evidence was not then known to the party submitting the same.
 - 5. The costs of the arbitration will be shared equally by the parties, except that each party will make arrangements to pay its own attorneys and witnesses. In cases where the arbitrator provides that either party has filed or denied a grievance in bad faith, the arbitrator will have the discretion to assess all costs and expenses of the arbitration hearing, including reasonable attorneys' fees, against the non-prevailing party.
 - 6. The parties may request in writing of each other co-operation to have available at the arbitration proceedings any witnesses requested by the other party.
 - 7. If the central issue in the unresolved grievance is an Employee's medical condition, which may be the case in matters pertaining to sick leave, qualifications to perform work, requests for light duty assignments, or accommodation of disabilities, the arbitration procedure specified in this Article will not apply, and the parties will instead select a neutral physician to resolve any disputes concerning medical issues. Such a neutral physician must be licensed to practice and currently practicing medicine. The neutral physician will be jointly selected by the Department and the Association. To the extent the Department and Association cannot agree on a neutral physician, the neutral physician will be mutually selected by the Employee's treating physician and the Police Department's designated physician. Upon request, the City will provide medical

information to the Union in accordance with applicable law. The Department and the Association may mutually agree to establish further guidelines regarding the processing of medical grievances.

- B. There shall be no appeal from the decision of an arbitrator if made in accordance with his or her jurisdiction and authority under this Agreement. It shall be final and binding on the Association, on all bargaining unit members, and on the Department. The Association will actively discourage attempts by any bargaining unit Employee to appeal a decision of the arbitrator to any Court or labor board, and will not aid or abet in any such attempt.
- C. In the event a case is appealed to the arbitrator and he/she finds that the arbitrator has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- D. The decision of an arbitrator in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state, and the opposite party is bound to agree, that the award not be binding precedent in analogous situations pending at that time.
- E. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the specific articles and sections of this Agreement, and he/she shall be without power or authority to make any decisions:
 - 1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable laws covering the terms of this Agreement.
 - 2. Involving the exercise of discretion by the City under the provisions of this Agreement, its Charter or applicable laws, so long as the exercise of this discretion does not conflict with this Agreement.
 - 3. Limiting or interfering in any way with the powers, duties or responsibilities of the City under its Charter or applicable laws covering the terms of this Agreement.
 - 4. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the City so long as such practice, policy, rules or regulations do not conflict with this Agreement.
 - 5. Implying any restriction or condition binding upon the City from this Agreement, it being understood that, except as such restrictions or conditions upon the City are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the City's management rights under Article 6.
 - 6. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.

7. Providing agreement for the parties in those cases where, by their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.
8. Granting any right or relief for any alleged grievance occurring at any time other than the contract period in which such right originated.

9. DISCIPLINE

- A. The Department reserves the right to discipline, discharge, or demote Employees for just cause.
- B. Investigation/Discipline.
 1. Investigations regarding any potential or alleged misconduct, actions, or omissions that may result in discipline will be completed as expeditiously as practicable. If the Department determines that disciplinary action is warranted, such discipline will be issued as soon as practicable after the completion of the investigation. The Department shall provide written notice of the disciplinary action ("Notice of Discipline") to the Employee, with a copy to the Association, stating the Employee's violation, the date, time, and location of the violation, a concise statement setting forth the relevant facts, and the disciplinary penalty. Except as set forth in Sections F, H, and I below, no discipline will be implemented or incorporated into an Employee's file until the completion of the applicable procedures set forth below.
 2. In all cases when a supervisor has reason to believe that an Employee has committed acts warranting discipline and contemplates issuance of disciplinary action, the supervisor shall inform the Employee and allow the Employee the opportunity to have union representation to the extent required by applicable law. Exceptions to this procedure would be in situations where the Employee is absent without leave and is not reasonably reachable.
- C. Chief's Hearing. Except as set forth in Section H, within two (2) days of the receipt of a disciplinary action, an Employee may appeal the discipline to a Chief's Hearing (which will be presided over by the Chief or his/her designee). The Chief's Hearing is a non-adversarial proceeding, which must be held within seven (7) days of the date the discipline was issued. An Employee will have the right to review the investigation and charges against him, and make a statement of explanation. The Chief or his/her designee presiding over the Chief's Hearing will have the authority to rescind the discipline, affirm the discipline, or lower the level of discipline, but may not increase the disciplinary penalty from what was stated in the Notice of Discipline. An Employee, with approval of the Association, may elect to appeal any decision from a Chief's Hearing to expedited arbitration when a suspension of more than three (3) days has been rendered. Subject only to the Chief's discretion, any written reprimand or disciplinary suspension of three (3) days or less will be considered final and binding with no right of appeal.

- D. Voluntary Mediation. The parties may mutually agree to submit a dispute to mediation under terms agreeable to the parties.
- E. Expedited Arbitration. To the extent that a dispute regarding a suspension of more than three (3) days or the discharge of an Employee cannot be resolved through the Chief's Hearing or mediation (if applicable), an Employee, with the approval of the Association, will have the right to appeal the disciplinary action to expedited arbitration. The disciplinary action must be appealed to arbitration by providing written notice to the Department within seven (7) days of the date of the decision resulting from the Chief's Hearing. Any information requests shall accompany the request to arbitrate. The Department will provide responsive information to the extent required by applicable law, and within thirty (30) days of receipt of the Association's requests. The arbitration hearing must be held within sixty (60) days of the date the appeal was filed by the Employee, so long as an arbitrator on the panel has availability within a sixty (60) day period.
1. Both the Employee and the Department will have the right to be represented by counsel, to introduce evidence, and to present and cross-examine witnesses.
 2. The arbitrator will issue his or her Award in writing within five (5) days of the hearing. An explanatory opinion shall follow as soon as practicable.
 3. The costs of the arbitration will be shared equally by the parties.
 4. The parties may request in writing of each other cooperation to have available at the arbitration proceedings any witnesses requested by the other party.
 5. The decision of the arbitrator will be final and binding on the Employee and the Department subject to the Chief's Authority as set forth in Section G.
 6. Arbitration cases under this Article will be heard by an arbitrator on the panel detailed in Article 8. Such arbitrators will hear cases on a chronological rotation subject to arbitrator availability. To the extent no arbitrator on the panel is available to hear the case within sixty (60) days, the arbitrator with the next available date to hear the case will be selected. Where an Employee is suspended without pay, the arbitration shall be scheduled with the next available arbitrator without regard to the sixty (60) day time period.
- F. Discharge Cases. Where a decision is made to discharge an Employee, that Employee will be suspended without pay pending the outcome of the disciplinary process set forth in this Article.
- G. Chief's Authority. The Chief of Police, at his or her sole discretion, may rescind or mitigate any disciplinary action at any step of the disciplinary process including, but not limited to, after the conclusion of an arbitration. However, the Chief of Police shall have no authority to increase any disciplinary action after the conclusion of an arbitration.
- H. Written Reprimand. All written reprimands will be issued and implemented as soon as practicable following an investigation. Written reprimands will remain in employees'

files for a period of time not to exceed two (2) years from the date of issuance of the reprimand.

- I. Informal Counseling. The Department may conduct informal counseling sessions concerning minor misconducts, actions, or omissions. Such counseling sessions will not be considered disciplinary action, but the substance of the counseling session may be reduced to writing and added to an Employee's file for up to one (1) year.
- J. Department Right to Immediately Suspend Employee. The Department shall have the right to immediately suspend an Employee with pay in order to preserve order within the Department and/or in those cases where an Employee is the subject of a criminal investigation. Moreover, the Department shall have the right to suspend an Employee without pay in accordance with the terms of the Detroit Police Department Manual. However, the Department must follow the procedures set forth in this Article before any discipline relating to the conduct underlying such suspension is incorporated into an Employee's file.

10. SENIORITY

- A. Seniority Defined. Seniority is defined as the length of continuous service with the Police Department of the City of Detroit as a police officer. Seniority is not the same as "service time" as that term may be used in connection with the various economic benefit provisions.
- B. Continuous Service. Continuous service shall mean employment by the City of Detroit without interruption or breaks. The following shall not be considered breaks in service.
 - 1. Service in the Armed Forces of the United States up to five (5) years, or longer if such service is exempt under applicable law.
 - 2. Absence from work due to injuries compensated for under the Workers' Compensation Act of the State of Michigan.
 - 3. Lay off as a result of a reduction in force for a period not exceeding two (2) years.
 - 4. Other approved leaves of absence for a period not exceeding one (1) year.
- C. Personal Leave. Employees may be granted a personal leave by the City for up to one (1) year. Seniority accrued prior to the leave will be retained but Employees will not accumulate additional seniority for the period of the leave, except that this provision shall not apply to leaves related to the military.
- D. Forfeiture. An Employee shall forfeit seniority rights for the following reasons:
 - 1. Resignation.
 - 2. Retirement.
 - 3. Discharge.

4. If an Employee fails to report to work for five (5) consecutive days without providing proper notice to the Department, unless the Employee, in the judgment of the Department, is completely incapacitated through no fault of his/her own or subject to some other emergency situation that, through no fault of his/her own, makes him/her unable to report said absence and is able to supply sufficient proof thereof.
5. If an Employee fails to report within five (5) days after leave of absence, vacation, or suspension or, if the Employee receives notice from the Department by certified letter that his/her leave of absence has been terminated, within five (5) days after receipt of such certified letter.
6. Failure of a laid-off Employee to notify the Department of his/her intent to return to work within seven (7) days after notice has been sent by the Department to the laid-off Employee at his/her last address on the Department's records at time of layoff.
7. Absence from work for any reason (including lay-off) in excess of two (2) years, except as set forth in Section B.1 of this Article.

E. Probationary Employees.

1. The probationary period for new Employees shall be eighteen (18) months from the date of hire, or twelve (12) months from the date of graduation from the Detroit Metropolitan Police Academy, whichever is earlier. New Employees shall acquire seniority twelve (12) months after their date of hire. Once a member has completed the Detroit Metropolitan Police Academy and has been assigned a command, the Department shall continue the existing practice of utilizing the appointment date of a probationary employee with regard to: leave days, furloughs, holidays, prescheduled overtime, involuntary transfers and in other circumstances where the appointment date has been used.

F. Transfers.

1. Transfers between precincts and entities will be made using a Department transfer list maintained by the Personnel Unit. Such list will be created from transfer requests submitted by Employees on form DPD #402. Separate lists should be maintained for each rank.
 - a. Transfer requests shall be valid for a period until October 1st each year. Continuation requests may be submitted on or after August 15th.
 - b. Whenever openings occur in precincts or entities, the Employee to be transferred will be selected from the transfer list based upon knowledge, training, experience, performance evaluation ratings, certifications, ability, skills, disciplinary history, attendance, safety record, efficiency, and seniority. When all other qualifications are equal, the senior qualified Employee who submitted a transfer request will be selected.

- c. Employees submitting transfer requests will not be unreasonably denied placement on the transfer list. To deny an Employee's request, the Department must verify with factual information that the Employee is not qualified for the requested transfer. Such decisions may be appealed utilizing the grievance and arbitration procedures set forth in this Agreement.
 - d. With the exception of releasing information pertaining to a current criminal investigation, an Employee who is denied placement on the transfer list will be advised in writing of the reasons for such denial upon request.
 - e. The Employee will be notified of the result of his request for transfer within thirty (30) days of the submission of the form DPD #402.
 - f. Voluntary transfers to vacant positions will be awarded based on merit. The Department will consider knowledge, training, experience, performance evaluation ratings, certifications, ability, skills, disciplinary history, attendance, safety record, efficiency, and seniority. If all other qualifications are equal, the senior qualified Employee will be selected.
- 2. Should the need arise for a temporary assignment from one precinct patrol location to another, the temporary assignment may not exceed one hundred and twenty five (125) working days. At the expiration of this period, the Employee will be immediately returned to his former position. In no event shall the Department utilize temporary assignments to circumvent the transfer provisions of this Section or as a form of discipline. The parties further stipulate that the Department's authority to make temporary assignments under this Section must be exercised reasonably.
 - 3. Notwithstanding the foregoing, the Chief of Police has the right to permanently transfer an Employee from one precinct patrol location to another based upon good cause shown upon review of the entire case.
 - 4. Once placed on a DPD #350, the Commanding Officer of the transfer requested entity may, upon request, have the Employee removed from the transfer list to that entity.
 - 5. Blue Slip Units. Notwithstanding any provisions in this Agreement that could be construed to the contrary, the Chief of Police may make transfers involving Blue Slip units at his or her sole discretion. The Department shall provide the Association with a list of current Blue Slip units as of the effective date of this Agreement. From time to time, the Chief of Police may designate other units as Blue Slip Units, provided that a precinct patrol unit may not be designated as a Blue Slip Unit. The Chief of Police, or his or her designee, will meet and confer with the Association before designating a unit as a Blue Slip Unit.

G. Assignments.

1. A request for assignments within a precinct, or entity once an Employee is assigned there, can be made by submitting DPD Form #31 (referred to as a Blue Slip) to the Commanding Officer. The request shall be valid for a period until October 1st each year. An Employee may have only one (1) assignment request on file at any time; the most recent request will replace the earlier requests. Whenever openings occur within precincts or entities, the Department will consider knowledge, training, experience, performance evaluation ratings, certifications, ability, skills, disciplinary history, attendance, safety record, efficiency, and seniority. If all other qualifications are equal, the senior qualified Employee will be selected.

In order to determine when such receipt occurred, a copy of the job assignment request, dated and signed by the supervisor who received the request and the time he/she received it, shall be provided to the member.

2. Moreover, notwithstanding any provisions in this Agreement that could be construed to the contrary, the Chief of Police may exclude assignments from the above procedure and make assignments involving Blue Slip units at his or her sole discretion.

H. General Seniority Provision.

An up-to-date seniority list showing the names, length of service dates, and Departmental assignments shall be furnished to the Union every six (6) months. A copy of the list shall be maintained in all precincts for inspection by members.

I. Lay-off and Recall.

1. When there is an impending reduction in force within the bargaining unit, the City shall inform and consult with the Association as soon as practicable.
2. In the event of a reduction in force in the Police Department, it shall be made among Employees by seniority.
 - a. The Employees with the least amount of service shall be the first laid off and last to be recalled.
 - b. A demotion to the next lower rank shall be required before a layoff, provided the Employee had prior time in the classification to which demoted.
 - c. Any officer demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which he was demoted.

3. Any grievance submitted concerning a layoff will be submitted at the third step of the grievance procedure and the parties expressly agree that they will expedite the final resolution thereof.

J. Reinstatement and Reappointment.

1. Reinstatement. A former member may, upon written request, be considered for reinstatement into the rank of police officer. Such request may be honored, at the discretion of the Chief of Police, provided that it is made prior to the expiration of two (2) years from the date of separation from service; the member was in good standing at the time of the separation; and the former member is still physically qualified. Persons so requesting shall submit a written request in letter form to the Chief of Police, who shall direct the Recruiting Section to conduct an investigation of the former member's activities during the period of absence to determine the applicant's qualifications to return to duty. The investigation report from the Recruiting Section shall be forwarded to the Chief of Police for appropriate action prior to reinstatement. Such investigation shall be conducted regardless of the reason for the separation. Persons so reinstated will lose all longevity pay time. Seniority for time absent from the job will be lost; however, unused accrued sick time will be returned to the member's sick bank. At the discretion of the Chief of Police, a member who has been reinstated may be required to attend a complete recruit training program or portion thereof, at the Detroit Metropolitan Academy.
2. Reappointment. A former member who has been separated from the Department for a period of two (2) years or more may apply for reappointment to the rank of police officer. Reappointment is a re-hire procedure, and a former member applying for reappointment will be placed on an eligibility list, provided that the former member meets all requirements for appointment to the Department under current recruit hiring practices. Persons reapplying to the Department and approved for reappointment by the Recruiting Section must have final approval by the Chief of Police. Should the person be re-appointed, all longevity pay time will be lost, plus all previously unused sick time. All previous seniority will be lost until a one (1) year probationary period is completed, at which time an adjusted seniority date will be furnished, excluding the time the member was absent from the job, strictly for Department purposes.
3. Salary Status. The salary of reinstated or re-appointed members will be reduced by one (1) step for each full year of absence. Any officer above the rank of police officer who resigns and is subsequently reinstated or re-appointed is precluded from returning to the member's former rank. Should an officer of the rank of sergeant or above resign and then be reinstated or re-appointed, and at a future date be promoted, the time in rank previous to the resignation shall not be counted as seniority within the rank.
4. Military Service. The foregoing limitations other than physical qualifications shall not be applicable to those members who return from active military service and are entitled to re-employment under Federal law. Such written request must

be made within ninety (90) days after the expiration of government service. However, to facilitate prompt processing of the reinstatement application, persons are encouraged to request reinstatement prior to separation from military service.

11. GENERAL CONDITIONS

- A. The Department will furnish for the use of the Union, space for a bulletin board at each of its precincts or entities where Union members are assigned. Bulletin boards shall be used only for the following notices:

1. Recreational and social affairs of the Union
2. Union meetings
3. Union elections
4. Information of happenings of other departments or unions
5. Reports of the Union

Notices and announcements shall not contain anything of a political nature except notices with respect to internal elections. Notices and announcements shall not contain anything of a libelous nature.

- B. An Employee shall not use his privately owned vehicle for any police purpose.
- C. Employees are urged to keep their commanding officers informed of where they can be reached whenever they are out of town off duty for periods of forty-eight (48) hours or less. For absences of longer periods, Employees must so inform their commanding officers.
- D. Safety glasses and ear protectors shall be provided at all police firing ranges.
- E. Lockers of individual officers shall not be opened for inspection except with permission of and in the presence of the officer or his designated representative or steward.
- F. No member shall be prohibited from engaging in any political activity, either partisan or non-partisan, except while working.
- G. Compensatory Time Banks. Compensatory time shall be separated into two (2) categories which shall be reported on the Employee's bi-weekly paycheck statement. The first category shall reflect compensatory time accumulated prior to April 15, 1986 and shall reflect excused time as described in Article 31 (Excused Time). The second category shall include compensatory time earned on or after April 15, 1986, which shall be subject to the provisions of the Fair Labor Standards Act (F.L.S.A.). Compensatory time in the second category shall be limited to a total of four hundred eighty (480) hours or whatever limitation may hereafter be imposed by law. Compensatory time used shall first be charged to the pre-April 15, 1986 bank and thereafter charged to the post-April 15, 1986 bank. Immediately prior to an Employee's promotion to a position outside the

DPOA bargaining unit, the Department shall have the option to pay out the Employee's accumulated compensatory time based upon the Employee's then-current rate of pay or as otherwise provided by law.

- H. Work Period. The work period for purposes of computing overtime is twenty-eight (28) consecutive days and includes eight (8) leave days.

12. FUNERAL LEAVE

- A. If a death occurs among members of the Employee's immediate family, such Employee will be granted three (3) days funeral leave, not to be deducted from his sick bank, provided that such leave may be extended to five (5) days within the discretion of the Commanding Officer based on individual circumstances.
- B. If a death occurs among the relatives of the Employee, such Employee will be granted one (1) day funeral leave not to be deducted from his sick bank.
- C. The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, stepmother, stepfather or other members of the household.
- D. A relative is defined as a grandson, granddaughter, grandmother, grandfather, great grandchild, great grandparent, brother-in-law, sister-in-law, uncle, aunt, mother-in-law or father-in-law.

13. OFF-DUTY COURT APPEARANCES

- A. A minimum of three (3) hours credit at time and one-half shall be credited for each off-duty court appearance, except as specified herein. When an officer who is on-duty is directed to appear in court and that court appearance extends beyond his normal off-duty time it shall be recorded as overtime and not as off-duty court time. Off-duty court appearances for a period of less than forty-five (45) minutes which abut a pre-scheduled shift may be treated as either overtime or court time at the option of the Department. Employee's regularly scheduled working hours shall not be changed to circumvent this provision for payment for off-duty court appearances.

- B. Should a police officer attend court while being carried sick on Platoon Two, the following provisions shall apply:

If the actual amount of time spent in court is less than three (3) hours, the member shall be credited with three (3) hours worked at straight time. For the remaining portion of the member's shift, a deduction shall be made from the member's sick time.

If the court appearance is for three (3) hours or more, the member shall be carried working for the actual amount of time spent in court. For the remaining portion of the member's shift, a deduction shall be made from the member's sick time. If the court appearance extends beyond the end of Platoon Two, the member shall be compensated at the rate of time and one-half for the actual amount of time spent in court beyond the end of the shift.

Members who are carried disabled are already paid for their time off and therefore shall be carried on Platoon Two and will not receive compensation of any type for their appearance in court. If the court appearance extends beyond the end of Platoon Two, the member shall be compensated at the rate of time and one-half for the actual amount of time spent in court beyond the end of the shift.

- C. Department members scheduled to work Platoon One or Platoon Three who are carried sick shall be compensated for off-duty court appearances pursuant to contractual guidelines when they appear in court on Platoon Two.
- D. For all off-duty court time earned, on each court appearance notice turned in, the first forty (40) hours of straight time earned as off-duty court time (60 hours at time and one-half) shall be compensatory time. Thereafter, members shall be given the option of being paid in cash or being credited with compensatory time. Furthermore, such off-duty court time shall be paid in cash rather than granting compensatory time when necessary to comply with F.L.S.A. requirements.
- E. Normally, Employees shall not be required to attend court on their leave days or during their furlough period. In the event that court attendance may be required while he is on leave or furlough, an Employee may be carried on-duty or off-duty, at his option, while on Platoon Two.
- F. Employees not assigned or working downtown shall be reimbursed for their parking fees if the following procedure is followed. When the police lot is filled, the Employee shall show the lot attendant his Court Appearance slip and receive a Parking Fee Reimbursement Authorization form. The Employee shall be reimbursed monthly by the Accounting Office via Department mail.
- G. A member who is required to appear in court on a holiday will receive credit either for an off-duty court appearance at the three (3) hour minimum or holiday premium pay (1.5 x) for the actual time spent on the court appearance, whichever is greater.
- H. Any time that compensation is due under the Fair Labor Standards Act, it shall be paid the next pay period following performance of the work.

14. OVERTIME

Pursuant to its management rights under Article 6, the City has the right to schedule overtime work and to require Employees to work mandatory overtime.

- A. Prior to any fiscal year all members will be required to sign a list indicating their preference to be paid in cash or compensatory time for overtime worked. Once a member elects or does not elect to take time instead of cash payment, he/she is restricted to that choice for the entire fiscal year. All overtime will be credited at the rate of time and one-half. For the first seventy-five (75) hours of overtime work in a fiscal year, for which there is one hundred twelve and one-half (112½) hours of credit, the Employee shall have an option of receiving compensatory time instead of payment in cash. All overtime beyond the first one hundred twelve and one-half (112½) converted time hours must be

paid in cash. However, in any fiscal year, not more than one hundred twelve and one-half (112½) converted time hours may be earned as compensatory time as a result of overtime worked. Furthermore, such overtime shall be paid in cash rather than granting compensatory time when necessary to comply with F.L.S.A. requirements.

B. Overtime shall be calculated on the following basis:

1. An Employee shall be entitled to an Overtime Premium for all compensable hours of work in excess of eighty (80) hours in a single two (2) week pay period. For purposes of computing overtime, meal periods will not be deemed to be compensable or counted as time worked for the purposes of computing overtime unless the member is denied such period by competent authority. The tour of duty shall include time spent at the normal line-up or roll-call. For purposes of applying these overtime rules, normal line-up or roll-call shall be deemed to consist of fifteen (15) minutes at the beginning of a day's assignment and fifteen (15) minutes at the end of the assignment.
2. An Employee shall be entitled to an Overtime Premium for all compensable hours of work on a leave day, as defined in this Article.
3. When an emergency makes it necessary for a member to work all or part of a furlough or leave day excluding court appearances, such time shall be considered as overtime. Any furlough or leave days for which overtime credit are given shall be canceled.
4. In no case shall overtime or other premium compensation be pyramided, duplicated, compounded or paid twice for the same hours of work.

C. Unless additional compensation is required by the FLSA or some other wage and hour law, the Overtime Premium will be computed by dividing the Employee's annual salary by 2080 and multiplying that quotient by 1.5. In those cases where an Employee works overtime and is entitled to receive a shift premium, the shift premium rate of pay for overtime hours worked will be determined by multiplying the rate of the applicable shift premium by 1.5

D. To the extent any subsequent CBA between the parties provides for longevity payments, the parties may consider incorporating the language in the Article 14, Section C of the 2009-2012 collective bargaining agreement as a potential guideline for calculating overtime in such subsequent agreement.

E. Prescheduled Overtime.

1. If the Department has been notified of a personnel shortage with two (2) or more hours notice before the work schedule is to start, then filling of the vacancy should first be attempted by shifting personnel from one assignment to another. All Employees within the collective bargaining unit can be considered for this purpose.

2. If it is not possible to meet service needs by such shifting, then overtime work will be required but the same must be offered in the following order:

a. First, by seniority order amongst Employees of the rank of the vacancy, in the unit of the vacancy, and on the shift of the vacancy. Such is to be done by telephone canvassing of the Employees in said category who are not working on that day.

(1) In the event that such an Employee not working is contacted and agrees to work the overtime, said Employee is to be informed that he MUST appear for duty no later than the regularly scheduled start of the shift (15 minute roll call period is optional depending on circumstances and the Employee's wishes); furthermore, if his services will be needed for less than a full eight (8) hours (as in cases when he may be needed only until the power shift supervisors report for duty), then he shall be notified of same.

(2) In the event the Employee contacted does not arrive at the time agreed to, an on-duty supervisor selected by seniority rotation may work overtime. If the Employee not working (the one who was called at home) arrives later, the Employee working overtime is not to be replaced by the other Employee. The other Employee will not work.

b. If phone contacts do not produce an Employee willing to work, then the work can be assigned to an Employee selected in inverse seniority order off of a precinct-wide seniority list. Also, depending upon needs, the overtime in such cases may be ended prior to the end of the shift with the vacancy (see paragraph 2 above).

F. Overtime Rotation List. The following guidelines will be adhered to with respect to accounting for overtime that is worked: There shall be a seniority roster for each rank on each shift, and the roster shall be kept up-to-date.

1. Employees who elect to accept the offered overtime do not fall within the Department payroll category "Recall Compensation" and the contractual provisions concerning such are not applicable. Also, no minimum amount of overtime is to be guaranteed beyond that agreed to on the telephone.
2. Employees who refuse the overtime or who cannot report for duty by the start of the shift will lose their turn on the overtime rotation list and will not again be offered overtime until their name is again reached in seniority order.
3. Employees who cannot be contacted by telephone (one attempt) shall be listed as "unable to contact" (UTC) and shall retain their rotation position.
4. Limited duty personnel will not normally be offered overtime, however, such an Employee shall not lose his position on the overtime roster. The Department may

offer overtime to an Employee, who can fill the position needed, even if he is on limited duty.

5. Employees on furlough will be eligible for overtime opportunities on a voluntary basis. The fact that they are on furlough shall be entered on the overtime roster.
6. Employees being carried sick or disabled on the preceding day need not be contacted, unless such Employee has notified his work location that he is ready for duty and will report for his next scheduled tour of duty. Sick or Disabled will be entered on the overtime roster.
7. The Association steward and the shift lieutenant will verify the overtime roster after each selection.

15. LEAVES OF ABSENCE

A. General Leaves of Absence.

A leave of absence without pay may be granted to Employees with at least three (3) years of continuous service with the City as a police officer for a period not to exceed one (1) year. The Employee shall submit the request for the leave of absence, in writing, to the Chief of Police through channels. The request shall include the reason(s) for the leave and the length of time requested. All recipients of educational leaves must present continuing proof of enrollment for the specified period of absence. The Union shall be notified when a leave of absence of thirty (30) days or more has been granted.

B. Medical Leaves of Absence.

1. To be eligible for a medical leave of absence, an Employee must have a minimum of one (1) year of continuous service with the City as a police officer from the date of appointment to the effective date of the leave of absence. No Employee shall be required to exhaust banked sick time or other accrued benefits as a condition of taking a medical leave of absence.
2. A medical leave of absence without pay shall be granted to an Employee who is suffering from a non-service connected sickness or disability for which the Employee's physician prescribes extended treatment or rest.
3. A written request for a medical leave of absence shall be submitted to the Chief of Police. The request shall contain the diagnosis, treatment prescribed, and length of absence required. It must be accompanied by a signed endorsement from a physician describing a complete medical diagnosis.
4. In no case may a medical leave of absence extend beyond six (6) months except with the permission of the Chief of Police. Before an Employee on medical leave is returned to duty, a physician designated by the Department shall make a written recommendation to the Chief of Police. Employees desiring rehire after the leave of absence has expired shall apply for reappointment under the prevailing Department policies.

C. Maternity Leaves of Absence.

1. To be eligible for a maternity leave of absence, an Employee must have a minimum of one (1) year of continuous service with the City as a police officer from the date of appointment to the effective date of the leave of absence. No Employee shall be required to exhaust banked sick time or other accrued benefits as a condition of taking a maternity leave of absence.
2. Maternity leave without pay shall commence when it is deemed by competent medical authority that an Employee is no longer able to perform all the duties involved in taking proper police action; when an Employee thinks she can no longer safely work; or when her medical condition or any other valid reason leads the Department to believe a mandatory leave of absence is necessary.
3. Upon confirmation of pregnancy, the commanding officer of the Employee's entity must be notified without unnecessary delay. The Employee shall furnish to her commanding officer and a physician designated by the Department written medical evidence from her doctor verifying her condition, stating an expected delivery date, and evaluating her physical ability to perform regular police duties.

Prior to commencement of the leave, the Employee shall prepare an Inter-Office memorandum, DPD Form #568, addressed to the Chief of Police requesting a leave of absence for maternity reasons. This memorandum shall be prepared in quadruplicate and shall state the request for leave with date of commencement and the expected date of return to duty. It shall be presented to the Employee's commanding officer along with the appropriate medical letter from her doctor.

4. Within sixty (60) days after delivery, an Employee shall report to a physician designated by the Department for a determination of her ability to return to full duty. At this time the Employee shall present a medical letter from her doctor indicating the appropriate date of her return to work. Notwithstanding the above, in no case may an Employee's maternity leave of absence extend six (6) months beyond the date of delivery except with permission of the Chief of Police. Before an Employee on maternity leave is returned to duty a physician designated by the Department shall make a written recommendation to the Chief of Police. Employees desiring rehire after the leave of absence has expired shall apply for reappointment under the prevailing Department policies.

D. Mandatory Leave of Absence.

The Omnibus Consolidated Appropriations Act of 1997 amended the federal gun control act to make it unlawful for any person (including a law enforcement officer) to ship, transport, possess or receive firearms or ammunition, if convicted of a crime of domestic violence.

- I. A misdemeanor crime of domestic violence is defined as an offense that:
 - a. is a misdemeanor under federal or state law; and

- b. has, as an element, the use or attempted use of physical force or the threatened use of a deadly weapon, committed by a current or former spouse, parent, or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting or has cohabited with the victim as a spouse, parent or guardian, or by a person similarly situated to a spouse, parent or guardian of the victim.
- 2. Any member convicted of a misdemeanor crime of domestic violence will be carried working in an administrative restricted duty capacity at any work location as determined by management for nine (9) months from the date of conviction in order to permit the member to have the conviction reversed, pardoned, set aside or expunged, or if the disqualification is removed because of a change in legislation or the act is invalidated.
- 3. If the conviction has not been removed after nine (9) months, the member will be placed on a three (3) month unpaid leave of absence.
- 4. At the end of the three (3) month leave of absence, unless the conviction is removed, the member's employment shall be terminated. The member may reapply for employment provided that the conviction is subsequently removed and he meets all other criteria for employment, including requirements of the Michigan Commission on Law Enforcement Standards (M.C.O.L.E.S.).

E. Termination of Leaves of Absence.

At least thirty (30) days prior to the expiration date of a leave of absence the Employee shall submit to the Chief of Police written notice of intent to return to duty. For failure to submit the above notice or failure to report at the expiration of the leave, the Employee will be considered to be absent without leave.

F. Conduct on Leave.

Employees on leaves of absence shall maintain the same standards of conduct that are required of sworn police officers. Acts of misconduct of a serious or grave nature that are committed by an Employee while on a leave of absence may subject the Employee to disciplinary action in accordance with this Agreement up to and including discharge from the Department.

16. EMPLOYEES' RIGHT - INVESTIGATIVE PROCEDURES

Each Employee shall be guaranteed the following rights but this section shall not be construed as a section of limitation:

- A. Any Employee who is accused of violating any criminal law, City, State or Federal shall be entitled to his or her full rights under the State and Federal Constitutions without being disciplined for exercising such rights.
- B. After an Employee is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his part, he shall have at least forty-eight (48)

hours from the time of the order in which to comply. The parties may extend this period by mutual agreement. If any Employee is ordered to make an oral statement, he shall comply subject to the receipt of Miranda or Garrity warnings or both and shall be given a reasonable time to act in accordance with such rights.

- C. An Association officer, counsel or both shall have the right to be present at all disciplinary hearings at the request of the Employee and shall further have the right to be present during all administrative and investigatory proceedings when the investigated officer must be present.
- D. Throughout all disciplinary hearings, each Employee shall be presumed innocent.
- E. No Employee shall be disciplined, discriminated against, or transferred because he exercises any of his constitutional rights before any grand jury, investigative body, court or law enforcement agency - Federal, State and Local as well as any investigative committee of any legislative body - Federal, State and Local.
- F. If any disciplinary procedures within the Department are changed during the term of this Agreement in such a way as to render any of the provisions of this section inapplicable or as to require additional provisions in this section or as to require modifications to this section, the subject matter and provisions of this section will be subject to renegotiation between the City and the Association.
- G. No Employee shall be prohibited from engaging in political activity, either partisan or non-partisan, except when actually on duty, or while in uniform or while acting in official capacity as a police officer.
- H. An Employee who is indicted or charged with a felony, a crime of moral turpitude, or a misdemeanor with a potential jail sentence may be placed on unpaid administrative leave without pay but with medical benefits pending the outcome of the criminal proceeding. At the conclusion of the criminal proceeding, if the Department chooses not to pursue disciplinary action, the Employee will be reinstated. If the Department pursues disciplinary action for a matter arising out of the same set of facts and circumstances as those surrounding the criminal proceedings, the Employee will be subject to the discipline process pursuant to the terms and time frames set forth in Article 9.

An Employee indicted or charged with a crime less than a felony, a crime of moral turpitude, or a misdemeanor with a potential jail sentence may be assigned to administrative duties consistent with the needs of the Department or suspended with pay pending resolution of the criminal proceedings.
- I. In the event that an Employee is exonerated from criminal charges and subsequently ordered to be reinstated by an arbitrator, that Employee's back pay award will be determined by the arbitrator based on the facts of the case subject to the limitations of Section L. In no case will an Employee who admits to a felony, a crime of moral turpitude, or a misdemeanor with a potential jail sentence or accepts a plea arrangement be entitled to any back pay upon reinstatement.

J. Whenever a member is being questioned or interviewed by his/her Commanding Officer and/or the Department or by any of its units or bureaus, for any reason which could lead to criminal actions or charges, such questioning or interview shall be conducted under the following conditions:

1. The investigative interview shall be conducted at a reasonable hour, preferably at a time when the member is on duty, unless the seriousness of the questioning is of such a degree that an immediate investigative interview is required.
2. No investigative interview shall begin until the member has been notified that he/she has a right to have counsel or an officer of the Association present.
3. An Employee will be given forty-eight (48) hours written notice prior to an investigative interview in a non-criminal investigation, except in cases of emergency. In non-criminal investigations, the Employee shall be supplied with a copy of any complaints that have been filed against him/her and all relevant information at the time he/she is ordered to appear at the investigative interview.

In those instances where a command level investigation of an informal citizen's complaint, as opposed to those on DPD 512, progresses to the point where a written statement is ordered, the officer will be provided with an inter-office memorandum stating the complaint made against him, the identity of the person who filed the complaint, and the specific questions that the investigating supervisor wants answered. This shall include investigations delegated to the command to handle from other departmental agencies, such as the Internal Controls Bureau.

4. Employees required to be interviewed by the Professional Standard Bureau will be given forty-eight (48) hours written notice prior to the investigative interview. Provided, however, that the obligation to give forty-eight (48) hours written notice shall not apply: (1) to individuals who have been arrested; (2) to individuals who are questioned under Miranda; and (3) where the seriousness of the investigation is of such degree that an immediate interview is required.
5. No investigative interview shall begin until the Employee has been notified that he/she has a right to have legal counsel and a representative of the Union present, except that an officer who is called before the Internal Affairs Section who at the time he/she is notified to appear is advised in writing that the purpose of the questioning is not to charge him/her with any criminal conduct or to discipline him/her and that he/she is only being called as a witness, shall not be entitled to the presence of a Union representative during the investigative interview. In investigations in which the suspect officers are unknown, the Department may require the Union representative to be a Union officer.
6. The Employee being questioned shall be informed prior to such investigative interview of the name of all persons present during the investigative interview. If any of the interviewers are sworn police officers, at least one shall be present during the investigative interview who is of a rank higher than that of the officer being interviewed.

7. The attorney representing the officer shall be allowed to ask questions at the time of the investigative interview.
 8. Neither the home address nor the photograph of any member suspected of any wrongdoing shall be given to the press or the news media without the written consent of the member.
 9. If a record is made at the time of the investigative interview and improper conduct is alleged, the Employee shall be entitled to a copy of the tape or the transcript, if a transcript is made, for the cost of duplication. If a transcript is made at the Union's request the Union will pay for the cost of the transcript.
- K. The complete investigative interview of the member, including a notation of all recess periods, shall be recorded and there shall be no unrecorded questions or statements. At the request of the member, a copy of the investigative interview shall be furnished to him.
- L. If an Employee's disciplinary penalty is simply modified or lessened to the extent that he/she has a claim for partial back wages during a period of suspension as the result of the modification or the lessening of the penalty, claims for back wages will be limited to the amount of wages that the Employee otherwise would have earned less any compensation for personal services he may have received from any source during the period in question but excluding previously Department authorized income earned outside his regularly scheduled work period.
- M. The Investigative staff of the Board of Police Commissioners will have the right to question and interview Employees and such right will in no way abridge or change the rights of Employees under this Agreement or under any Local, State, or Federal law or the Constitution of the United States, or State of Michigan.
- In no event will any recommendations or actions resulting from such investigative interview or questioning lead to any discipline outside or inconsistent with any discipline procedures or discipline matters maintained in this Agreement or as may be established and maintained by the Department in accordance with this Agreement.
- Further, no Employee, after he/she has been once disciplined by the Department, will be re-disciplined, for any reason whatever for any matters arising out of the same set of facts and circumstances surrounding the first disciplinary action.
- N. An Employee will be notified in writing of the results of any departmental investigation of him/her within sixty (60) days after the investigation is completed. If the Employee is charged either criminally or departmentally, that will be the notification.

17. PERFORMANCE EVALUATION RATINGS

A. Rating Periods.

Performance evaluation ratings will be completed twice a year for all members. The rating periods shall be from May 1st through October 31st and November 1st through April 30th.

The May through October ratings shall be completed during the month of November and forwarded by December 10th, to be reviewed per the distribution outline. Final distributions will be completed by December 20th.

The November through April ratings shall be completed during the month of May and forwarded by June 10th, to be reviewed per the distribution outline. Final distributions will be completed by June 20th.

- B. Each Employee shall be rated by his or her immediate supervisor.
- C. Upon completion of the rating, each member will be personally informed of his respective evaluations by the immediate supervisor who prepared the evaluation.
- D. Any member who wishes to appeal his performance evaluation must make a written request to the Chief of Police or his/her designee within thirty (30) days of receiving his copy of the evaluation and must identify each aspect of the evaluation he is appealing and cite a brief basis for appealing that rating.

18. LEAVE DAYS AND JOB ASSIGNMENTS

- A. A prescheduled temporary absence from duty of twenty-four (24) hours duration shall be defined as a leave day unless otherwise designated (e.g., sick leave, funeral leave, compensatory time, etc.) by the Department. Leave days granted to Employees who work Monday through Friday shall be Saturdays and Sundays. An Employee working an eight hour shift schedule shall be entitled to eight (8) leave days in each twenty-eight (28) day work period.
- B. The present practice of Employees submitting leave day requests shall continue. Upon submitting the request the Employee shall circle the days he wishes to be granted under the conditions of this Article.
 - 1. Employees shall be granted a minimum of four (4) circled days for each twenty-eight (28) day work period; provided, that an Employee may select five (5) circled days in four (4) work periods per fiscal year which shall be designated by the Union and promulgated by special order.
 - 2. Further, in the event that more leave day requests are submitted than the allowable percentage to be off on any given day or days, then the most senior Employees shall be granted their requests. When leave day requests are less than the allowable percentage to be off, then all such requests for that day or days shall be granted.
- C. Under normal conditions, job assignments and leave days shall be posted seven (7) days prior to the end of the current work period. After having been posted, leave days shall be changed only by mutual consent of the officer and the Department, except when leave days are canceled because of an emergency.
- D. After leave days are posted, Employees may mutually agree, with prior written approval of their supervisor, to exchange leave days.

19. UNIFORMS

- A. Initial Uniform Allowance. At time of hire, Employees shall receive an initial uniform allowance of eight hundred and fifty dollars (\$850) or, in the alternative, the Department may institute a uniform voucher system and issue Employees uniform vouchers in lieu of a cash payment. In the event that the Department changes its specifications regarding uniforms and/or equipment, Employees shall receive an initial uniform allowance as provided above. The initial uniform allowance that Employees receive in the event of a change in Department specifications shall be provided in lieu of the annual uniform allowance as set forth in Section B. In no event shall any Employee receive both an initial uniform allowance and an annual uniform allowance in the same year.
- B. Annual Uniform Allowance. The Department will no longer issue replacement uniforms and accessories. Except as provided in Section A, members will instead receive a uniform allowance of eight hundred and fifty dollars (\$850) annually for the procurement and maintenance of all of the member's required uniforms and accessories. Alternatively, the Department may institute a uniform voucher system and issue Employees uniform vouchers in lieu of cash payments. The member shall be responsible for procuring uniforms and equipment according to Department specifications. This allowance shall not include maintenance and procurement of bulletproof vests or other specialty equipment, which the Department shall continue to procure and issue directly to members.
- C. Annual Cleaning Allowance. Employees shall receive an annual uniform cleaning allowance of two hundred and fifty dollars (\$250) per year payable the first payroll period each fiscal year. Alternatively, the Department may institute a uniform cleaning voucher system and issue Employees uniform cleaning vouchers in lieu of cash payments.
- D. The annual uniform allowance shall be payable on July 1st to Employees who were hired on or before April 1st of that year. Employees who were hired after April 1st of that year, will not receive an annual uniform allowance until the subsequent July 1st.
- E. For purposes of calculating eligibility for payment of these allowances, all members shall receive payment of these allowances with the following exceptions:
1. A member shall be considered off the payroll and ineligible for this allowance if he/she has retired, resigned or has been discharged with an effective date before July 1st of the fiscal year payment is to be made.
 2. Members discharged and suspended without pay who have a pending appeal of the discharge shall not receive payment of the uniform cleaning allowance unless and until the discharge is overturned at an appellate level at which time they shall be made whole.
 3. Members on extended AWOL or ANP status on July 1st of the fiscal year payment is to be made will not receive the uniform cleaning allowance unless

they return to active regular duty during the fiscal year at which time they will receive full payment.

4. Members on an unpaid leave of absence on July 1st of the fiscal year will not be entitled to payment for the uniform cleaning allowance until the next fiscal year.

20. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE

- A. During the term of this Agreement, Employees will be eligible to participate in the group medical, prescription drug, dental, and vision plans ("Medical Plans") offered by the City. Unless the parties mutually agree otherwise, the City's 2014 medical plan designs ("Medical Plan Designs") will remain in place during the term of this Agreement. For purposes of this Section, the term Medical Plan Design will collectively refer to deductibles, co-payments, covered services, networks, and third party administrators or insurers.
 1. Notwithstanding this section A, the City will promptly analyze providing ScriptGuideRx, Inc. as a pharmacy benefits manager ("PBM") for the self-insured PPO option provided to police and firefighter active employees who enroll for health insurance. The City agrees to include ScriptGuide as a PBM for its self-insured option for active police and firefighter enrollees if (i) the City concludes - in its sole discretion - that ScriptGuide can be provided on a cost neutral or lower cost basis for the City during its first contract year of use and the Contract term, and (ii) following an analysis by the City respecting ScriptGuide's applicable managed formulary, generic utilization, network and co-payment structure, and sharing of that analysis and discussion with the Unions, the Unions approve the City's use of ScriptGuide as the PBM for its self-insured option for active police and firefighter enrollees, even if the co-pay structure for generic, brand or specialty prescription drugs necessary for cost neutrality requires higher active employee co-pays for certain forms of prescription drugs. The City shall determine whether ScriptGuide will be cost neutral or lower prescription drug costs based on the cost for the entire active population.
- B. Employees will be required to make monthly contributions for their benefits based upon the plan and coverage tier selected by the Employee. Monthly contributions will be deducted from Employee payroll disbursements on a pre-tax basis (if authorized by the employee), in accordance with applicable law.
 1. For calendar year 2014, Employees' monthly contributions under the City's Medical Plans will remain at the levels in place as of the effective date of this Agreement.
 2. For subsequent calendar years during the term of this Agreement, Employees' monthly contributions under the City's Medical Plans will be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the medical coverage, subject to the terms and conditions and limitations set forth in this Article. Under this cost sharing arrangement, the City will pay eighty percent

(80%) of the costs of each coverage tier in the City's Medical Plans, and Employees participating in each coverage tier will pay twenty percent (20%) of the costs for such coverage tier. Premiums will be calculated as follows:

- a. For the Health Alliance Plan ("HAP") health maintenance organization ("HMO") plan, a participating Employee will pay 20% of the premium charged by HAP for his/her coverage tier. Such premiums will be established by HAP, subject to confirmation by an independent enrolled actuary retained by the City ("Enrolled Actuary").
 - b. For the Blue Cross/Blue Shield ("BCBS") preferred provider organization ("PPO") plan, monthly contributions will be set such that Employees in each coverage tier collectively pay twenty (20%) of the costs for that coverage tier. Such monthly contributions will be calculated by the Enrolled Actuary. Monthly contributions will be calculated in accordance with generally accepted actuarial principles, and will take into account claims experience from the prior fiscal year, inflation, actual and anticipated administrative costs, actual and anticipated fees and surcharges (including those associated with compliance with the Patient Protection and Affordable Care Act ("ACA")), and any other relevant costs or factors as determined by the Enrolled Actuary.
- C. C.O.P.S. Health Trust: For calendar year 2015 and for subsequent calendar years during the term of this Agreement, Employees may elect to participate in medical benefit plans offered by C.O.P.S. Health Trust ("COPS Trust") in lieu of the City's Medical Plans subject to the following conditions:
1. An Employee who participates in COPS Trust may not concurrently participate in any City Medical Plan.
 2. For each Employee who elects to be covered by COPS Trust, the City will make a monthly contribution to COPS Trust that is equal to the lesser of (a) the City's *pro rata* contribution under the HAP Plan in the corresponding coverage tier (e.g. single, two person, family) or (b) the City's *pro rata* contribution under the BCBS Plan for the corresponding coverage tier. Under no circumstances will the City's monthly contribution to COPS Trust exceed the City's monthly contribution for coverage under the lowest cost City plan for the applicable coverage tier.
 3. The City will have no obligations in connection with COPS Trust other than to make the payments described in this Section C. Specifically, the City will not have any administrative involvement whatsoever in connection with employee participation in COPS Trust, and any employee participating in COPS Trust will be responsible for paying any additional monthly premium payments beyond the City's monthly contribution pursuant to Section C.2 of this Article directly to COPS Trust. Under no circumstances will the City be deemed to be an

administrator or fiduciary with respect to any medical plans provided by COPS Trust.

4. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee participation in COPS Trust, any medical plans offered by COPS Trust, including but not limited to any claims for benefits provided to, or denied, City employees by COPS Trust, as well as any and all claims that are in any way related to any acts or omissions by COPS Trust, or its officers, directors, trustees, employees, or agents.

D. VSP: For calendar year 2015 and for subsequent calendar years during the term of this Agreement, Employees may elect to participate in vision benefit plans offered by VSP in lieu of the City's vision plan subject to the following conditions:

1. An Employee who participates in VSP may not concurrently participate in any City vision plan.
2. For each Employee who elects to be covered by VSP, the City will make a monthly contribution to VSP that is equal to the the City's *pro rata* contribution under the Heritage vision plan in the corresponding coverage tier (e.g. single, two person, family). Under no circumstances will the City's monthly contribution to VSP exceed the City's monthly contribution for coverage under the lowest cost City plan for the applicable coverage tier.
3. The City will have no obligations in connection with VSP other than to make the payments described in this Section C. Specifically, the City will not have any administrative involvement whatsoever in connection with employee participation in VSP, and any employee participating in VSP will be responsible for paying any additional monthly premium payments beyond the City's monthly contribution pursuant to Section C.2 of this Article directly to VSP. Under no circumstances will the City be deemed to be an administrator or fiduciary with respect to any medical plans provided by VSP.
4. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee participation in VSP, any vision plans offered by VSP, including but not limited to any claims for benefits provided to, or denied, City employees by VSP, as well as any and all claims that are in any way related to any acts or omissions by VSP, or its officers, directors, trustees, employees, or agents

E. Except as provided in this Article, the extent of coverage under the City's Medical Plans will be governed by the terms and conditions set forth in the applicable Medical Plans offered by the City during the term of this Agreement. Plan documents may be modified or amended by the City from time to time in accordance with the terms of the applicable plan documents, provided that such amendments do not violate the terms of this Article.

Any questions or disputes concerning any City Medical Plans will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the Grievance & Arbitration Procedures set forth in Articles 7 and 8 of this Agreement.

- F. The failure of any insurance carrier(s), PBM, or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the City, nor will such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to bargaining unit Employees or beneficiaries of bargaining unit Employees.
- G. Except as set forth in this Article, during the term of this Agreement, the City Medical Plans will provide benefits with an actuarial value as determined by the Enrolled Actuary that are at the "Gold" level (i.e., approximate actuarial value of 80%), as defined by the ACA. In the event that the actuarial value of a City Medical Plan's benefits falls below the "Gold" level as determined by the Enrolled Actuary during the term of the Agreement, the City will meet and confer with the Union to discuss potential modifications to the Medical Plan during the subsequent plan year to raise the actuarial value of the benefits to the "Gold" level.
- H. Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require the City to fall out of compliance with the requirements Public Act 152 of 2011 ("PA 152"). MCL § 15.561 *et. seq.* The City's Enrolled Actuary will be responsible for periodically monitoring compliance with the requirements of PA 152. In any event where the Enrolled Actuary determines that the City is reasonably likely to fall out of compliance with PA 152, the City will meet and confer with the Union for a period not longer than thirty (30) days in order to discuss potential modifications to the terms of the Medical Plans or to the allocation of premium payments by the City and the Employees. To the extent the City and the Union are unable to reach an agreement within thirty (30) days, the City may make any necessary modifications to ensure compliance with PA 152.
- I. Surviving Spouses/Dependents. Current and future spouses and dependents of bargaining unit employees who are killed in the line of duty will be eligible to continue to participate in the City's Hospitalization, Medical Insurance, Optical and Dental care plans on the same terms and conditions as active bargaining unit members.
- J. Retiree Medical Benefits.
 - I. Retiree Medical Subsidy. The City will contribute the following amounts towards the cost of retiree health benefits for Eligible Retirees (the "Retiree Medical Subsidy"):
 - a. On or before January 31, 2015 (and each subsequent January 31 during the term of this Agreement), the City will contribute a total sum of one million dollars and no cents (\$1,000,000.00) to the Public Safety Retiree 401(h) Account to fund retiree medical benefits for City of Detroit employees (and Eligible Retirees) in

the bargaining units represented by the Detroit Fire Fighters Association (DFFA), the Detroit Police Command Officers Association (DPCOA), the Detroit Police Lieutenants and Sergeants Association (DPLSA) and the Detroit Police Officers Association (DPOA) (collectively, the "Public Safety Unions"). The amount contributed on behalf of each bargaining unit will be determined by: (a) dividing the total DPOA bargaining unit headcount as of July 1, 2014, by (b) the total active employee headcount in the four Public Safety Unions as of July 1, 2014, and then (c) multiplying the quotient by \$1,000,000.00 (DPOA headcount ÷ total Public Safety Union headcount) × \$1,000,000.00).

- b. Any foundation money available to fund medical benefits for Public Safety Union retirees shall also be contributed to the Public Safety Retiree 401(h) Account.
- c. Other than the Retiree Medical Subsidy, the City shall not be required to pay any additional amounts including, but not limited to start-up costs, for the Public Safety Retiree 401(h) Account, or to pay any other sums (including but not limited to administration expenses), in connection with retiree health coverage for Eligible Retirees during the term of the Agreement.

- 2. Public Safety Retiree 401(h) Account. The Retiree Medical Subsidy will be contributed to a separate account within the City of Detroit Police and Fire Retirement System (the "Public Safety Retiree 401(h) Account") established under Section 401(h) of the Internal Revenue Code of 1986, as amended. The PFRS shall create sub-accounts within the Public Safety Retiree 401(h) Account for each Public Safety Union for whose active members amounts are contributed, and separately account for the contributions and earnings and losses thereon, for each such union's members.

- a. To the extent that the Public Safety Retiree 401(h) Account is not in effect as of January 1, 2015, the Retiree Medical Subsidy will be contributed into a separate account and transferred to the Public Safety Retiree 401(h) Account as soon as practicable.
- b. The City shall establish and administer a health reimbursement arrangement ("HRA") for each Eligible Retiree upon such Eligible Retiree's retirement from the City. Effective January 2015 and through December 2017, the Public Safety Retiree 401(h) Account shall transfer to each retired Eligible Retiree's HRA the amount of \$_____ per month, no later than the 15th day of such month. Each Eligible Retiree for whom an HRA is established may obtain reimbursement for all qualified medical expenses under the Internal Revenue Code up to the amounts in such person's HRA account. Unused amounts in the HRA account shall be carried

over from year to year. To the extent that the HRA accounts – in order to shield any investment earnings thereon – need to be maintained within a VEBA trust, the City shall create such trust and appoint a bank to serve as trustee. No later than September 15, 2017, a health care actuary retained by the City shall project whether the anticipated sums in the sub-account of the Public Safety Retiree 401(h) Account for DPOA Eligible Retirees will be sufficient to continue to provide a \$___ per month HRA for the calendar year 2018. If the City actuary concludes that such sums will not be able to continue to provide a \$___ per month HRA contribution, it shall – no later than September 15, 2017 – determine the appropriate monthly amount of the HRA contribution for 2018, and that sum shall be the monthly HRA amount for 2018. No later than November 15, 2018 the City shall advise DPOA of any projected surplus in the DPOA sub-account of the Public Safety Retiree 401(h) Account as of December 31, 2018, net of expenses. No later than December 15, 2018, the DPOA shall advise the City whether it wants such surplus to remain in the DPOA such-account of the Public Safety Retiree 401(h) Account or have the residual amount transferred to the existing HRAs as of December 31, 2018.

3. Eligibility. Employees who retire on or before to December 31, 2014 shall participate in the OPEB settlement available to existing retirees in accordance with the Plan of Adjustment in In re City of Detroit, Case No. 13-53846. Employees who retire and receive pension benefits from the PFRS on or after January 1, 2015 (“Eligible Retirees”) shall be eligible for retiree health care benefits from the Public Safety Retiree 401(h) Account.

21. FURLOUGH SELECTION AND CANCELLATION

- A. The annual furlough shall be divided into two (2) seasons, Summer and Winter. Each furlough season shall consist of thirteen (13) furlough periods, corresponding with the bi-weekly payroll periods. Each furlough period shall contain ten (10) consecutive days, which shall also include the standard number of leave days and up to three (3) Bonus Vacation Days granted in connection with the furlough.

An Employee drawing the first furlough in any given work period may attach five (5) leave days and up to three (3) Bonus Vacation Days at the end of the furlough (F) days. An Employee drawing the second furlough in any given work period shall have the following options concerning the five (5) attached leave days and up to three (3) Bonus Vacation Days with the furlough:

Option 1: Attach one (1) leave day at the beginning of the furlough period with the remaining four (4) leave days attached at the end of the furlough period. Should one (1) or more Holiday(s) fall within the furlough period, then those days replaced by the Holiday(s) may be attached at the beginning or the end of the furlough period. When

Bonus Vacations Days are attached, they may be placed at the beginning and/or the end of the furlough period.

Option 2: Attach five (5) leave days and up to three (3) Bonus Vacation Days at the end of the furlough period.

This does not change the requirement that eight (8) leave days must be used in each twenty-eight (28) day work period. Leave days will not be carried forward into another work period.

- B. The choice of furloughs shall be by seniority on a shift basis, consistent with the efficient operation of the precincts, and entity. In a given precinct, or entity, normally not more than ten percent (10%) of the total number of police officers shall be absent on furlough at the same time, unless the Department determines that the operational needs of the Department require otherwise. Employees assigned to special or desired jobs on Platoon Two shall draw furlough assignments among themselves and the overall ten percent (10%) limitation shall apply. Certain Employees of the Traffic Safety Section, whose duty assignments must be coordinated with the school year, may be furloughed to the greatest extent possible during the prolonged school holidays occurring during Christmas, Easter and summer vacations and between semesters and the overall ten percent (10%) limitation set forth above shall not apply. Where there is a fraction of a percentage over the ten percent (10%), an additional furlough period shall be allowed unless such fractional allowance is specifically vetoed by the Chief in writing and posted prior to the furlough draw.
- C. In the absence of an Employee, the officer in charge or another Employee designated as a representative of the absent Employee shall select the furlough period for him/her in accordance with his/her choice by seniority.
- D. Employees shall make their furlough selection in accordance with the established schedule of furlough periods.

Drawing for Summer furlough will be conducted on February 15th. Drawing for winter furlough will be conducted on August 15th.

If the scheduled drawing date falls on a Saturday, the draw will be held on the preceding Friday. If the date falls on a Sunday, the draw will be held on the following Monday.
- E. Leave days when added to a furlough shall not be canceled unless the accompanying furlough is canceled.
- F. If an Employee is sick or disabled immediately prior to his vacation, and the Employee provides medical proof of such illness or disability, the vacation shall be rescheduled to a date that is mutually acceptable to the Employee and his commanding officer.
- G. Members may elect to sell up to one (1) week of furlough time (five (5) consecutive days) per furlough period. An election to sell furlough time shall be at the time of the furlough draw. Payment shall be made within thirty (30) days after the furlough draw.

- H. Members shall have the option of selling or banking one additional week of furlough time annually. Payment for the second week shall be at the officer's current rate of pay. Payments pursuant to this Article shall not be included in average final compensation for purposes of determining pensions. Such an option shall be given, in writing, by the member at the time of furlough selection. Failure to exercise the option, in writing, at the time of furlough selection shall be a full and complete waiver of the option for that furlough period.

22. STEP INCREMENTS

Step increments shall be applied on the first day of the pay period in which the anniversary step date of an Employee falls.

All Employees shall receive annual step increments which shall be equal to one-fifth (1/5) of the difference between the maximum and minimum rate for Police Officer, not to exceed the maximum rate in the range, pursuant to the attached Official Compensation Schedule.

23. EMERGENCY/EXCUSED LEAVE DAYS

Emergency or excused days shall be granted to a member for an absence justified by urgent reasons such as attendance to demanding personal business and other pressing matters which cannot be covered by other banked time. Permission to use emergency days must be granted in advance from the member's commanding officer or the officer in charge of his/her entity. Supervisory personnel may make reasonable inquiries in order to verify that the request is legitimate but shall maintain the confidentiality of any personal information. Not more than five (5) emergency or excused days may be granted in any one fiscal year under any circumstances. All emergency or excused days will be deducted from the member's accumulated sick bank, and will consequently affect the accumulation of bonus vacation days.

Any member under the restrictions of the attendance control program (DPD 350) shall not be allowed to have emergency or excused days deducted from his sick banks and will be carried Absent No Pay.

24. DEPARTMENT FILES

- A. All personnel records which include home addresses, phone numbers and pictures of members shall be kept confidential and never released to any person other than officials of the Department or upon the written authorization of the member involved.
- B. A member shall have the right to inspect his official personnel record wherever kept, twice a year or more often for good cause shown.
- C. Inspection shall be during regular business hours of the respective repository and be conducted under supervision of the Department. Said member shall have the right to make duplicate copies for his own use at his own expense. No records, reports, investigations, evaluations or similar data belonging in the Personnel File or Medical File shall be hidden from a member's inspection.

- D. A member shall have the right to include in his personnel record and in any other file kept by the Department, a written refutation of any material he considers to be detrimental and to request its removal.
- E. Members may inspect their personnel file upon retirement and nothing shall be inserted in such files after the date of retirement.
- F. The Department need not comply with the above provisions for inspection in those areas where there is a current investigation of the officer. The officer must be told, however, that he is being investigated and appraised of the subject matter of the investigation.
- G. The language in this Article shall not be construed in a manner that would violate applicable law.

25. POLICE RESERVES

In continuing its policy on police reserves, the City will in no event use police reserves to perform the essential core duties of bargaining unit members or to circumvent the holiday overtime and/or any other provisions of this Agreement. Should a dispute over the deployment of reserves arise, the burden of proceeding and the burden of proof in any grievance/arbitration matter shall be on the Employer to establish by probative, objective evidence, that its use of reserves did not circumvent any provision of the collective bargaining agreement, and, but for the deployment of reserves, bargaining unit members would not have been used to participate in the particular event, duty, function, activity, etc.

Subject to the Department's management rights under Article 6, reserves cannot be assigned to ride with Employees unless the Employee consents and reserves shall not ride with Employees assigned to one person cars.

26. POLICE ASSISTANTS

- A. Notwithstanding any other provision of this Agreement, the Department, at its discretion, may utilize Police Assistants to perform the functions listed in Section D.
- B. In filling Police Assistant positions, the Department shall give first preference to individuals with prior experience as Police Officers with the Detroit Police Department. However, the Department shall have no obligation to hire any individual who had a significant disciplinary record with the Department or any person who has been previously dismissed from a Police Assistant position, and if the Department cannot reasonably or timely fill all Police Assistant positions with persons who have prior Detroit Police Department experience, it may utilize individuals who had previous experience as police officers with other police departments in the State of Michigan.
- C. The Department shall require that all Police Assistants, as a requirement for employment, either currently are, or will become within ninety (90) days, Michigan Commission on Law Enforcement Standards (M.C.O.L.E.S.) certified.

- D. The functions that may be performed by Police Assistants should be limited to the following:

- Court Officer
- Crime Analysis
- Crime Scene Services
- Disciplinary Administration
- Fire Arms Inventory
- Fiscal Operations
- Forfeiture
- Labor Relations
- Liquor License
- Media Relations
- Police Law
- Police Medical
- Police Personnel
- Prisoner Transport/Processing
- Property Control
- Records Management
- Recruiting
- Resource & Facilities Management
- Secondary Employment
- Technology Bureau
- Traffic
- Training

- E. Police Assistants will be part of the DPOA bargaining unit. Notwithstanding any other provision in this Agreement, Police Assistants will work on a part-time basis and shall serve at the discretion of the Chief. Accordingly, Police Assistants shall not have access to the grievance procedure (Article 7), arbitration procedure (Article 8), or disciplinary procedure (Article 9). Police Assistants shall be paid \$21 per hour except that Police Assistants shall be eligible for wage increases in 2016, 2017, and 2018 as set forth in Article 40. Police Assistants will be eligible for uniform allowances in accordance with Article 19 of this Agreement.

- F. Except as set forth in Section E and as required by law, Police Assistants are expressly excluded from participating in, or benefiting from, the following provisions of this Agreement: Grievance Procedure (Article 7), Arbitration (Article 8), Discipline (Article 9), Seniority (Article 10), Funeral Leave (Article 12), Off-Duty Court Appearances (Article 13), Hospitalization, Medical, Dental and Optical Care (Article 20) (unless required to provide such benefits under applicable law), Furlough (Article 21), Step Increments (Article 22), Emergency/Excused Leave Days (Article 23), Shift Differential (Article 28), Holidays (Article 29), Floating Holidays (Article 30), Excused Time (Article 31), Pension (Article 32), Recall Pay (Article 33), Sick Leave (Article 34), Bonus Vacation Days (Article 36), Jury Duty (Article 37), Death Benefits and Life Insurance (Article 38), Service Weapons (Article 39.C), Lump Sum for Banked Time (Article 39.F). Furthermore, while Police Assistants formerly employed by the Department will

not lose any previously accrued pension benefits, Police Assistants will not be eligible to earn or accrue additional pension benefits.

- G. The Department's use of Police Assistants shall not result in a reduction in force (lay off) among other bargaining unit Employees, nor shall the Department utilize Police Assistants while any Employees are on lay off. Employees performing functions assigned to Police Assistants shall be reassigned to other duties in accordance with the terms of this Agreement, provided that an Employee reassigned under the terms of this Section shall have the first right of return to his or her former position if, within two years, the Department elects to again utilize a Police Officer to perform the functions of the Employee's former position.
- H. This Article shall not impact or diminish the Department's rights under any other provision of this Agreement, including but not limited to Article 25 (Police Reserves) and Article 39.H (Miscellaneous – Civilianization).
- I. The DPOA acknowledges that, as an express quid pro quo for the receipt of an 8% wage increase instead of a 5% wage increase for Police Officers effective the first pay period following ratification of this Agreement that it has agreed to (a) the City's use of Police Assistants in accordance with the terms and conditions set forth in this Article, (b) reduction in the number of holidays (Article 29) and the institution of floating holidays (Article 30), (c) elimination of accumulation of seniority sick bank time and creation of the City's right to pay out annually accumulated sick time in excess of 400 hours at 85% (Article 34), (d) elimination of 2% lump sum payment effective January 1, 2015 and 1% lump sum payment effective July 1, 2015, and (e) creation of City right to pay out accumulated compensatory time upon promotion out of the DPOA bargaining unit (Article 11). The DPOA further agrees to waive all rights to seek modifications to the terms and conditions for Police Assistants set forth in this Article to the maximum extent allowable under applicable law.

27. LEGAL REPRESENTATION AND INDEMNIFICATION

The City will provide legal counsel and pay any costs and judgments that arise out of lawsuits filed against Employees alleging any act committed while said Employee was in the good faith performance of his duties. A contrary determination by the City is not final and binding as provided by the Municipal Code of the City of Detroit but is subject to review by an arbitration panel under the grievance arbitration provisions of this Agreement. Pending a final determination of whether or not the Employee is entitled to defense and indemnification by the City, the City shall promptly undertake such defense on behalf of such Employee.

This provision shall otherwise be in accordance with Section 13-11-3 of the Municipal Code of the City of Detroit.

28. SHIFT DIFFERENTIAL

Shift premium shall be paid to all members whose regular tour of duty begins within the hours prescribed as follows, and in the amounts as set forth herein; if the tour of duty begins between 11:00 A.M. and 6:59 P.M., the rate of shift premium pay is fifty-five cents (\$.55) per hour. If the

tour of duty begins between 7:00 P.M. and 3:59 A.M., the rate of shift premium is sixty cents (\$.60) per hour.

The shift premium is paid to a member in addition to his basic rate of pay, for the regular tour of duty starting within the hours designated above and any overtime hours worked in conjunction with an afternoon or midnight shift.

29. HOLIDAYS

A. Schedule of Holidays.

Each Employee shall be entitled to the following holidays in accordance with this schedule.

New Years Day	January 1
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

B. Day of Celebration.

1. The paid holiday, for all Employees of the Department, will be the actual holiday date. Should the holiday fall on a weekend, the paid holiday will still be the actual holiday date.
2. All entities normally closed on weekends will close on Friday if the holiday falls on Saturday or they will close on Monday if the holiday falls on Sunday. The Friday or Monday will be the leave day.
3. Should the holiday fall on Sunday and the Monday leave day begins the next twenty-eight (28) day work cycle, the leave day will be the Friday prior to the holiday or a day mutually agreed upon between the employee and the Department. Should that Friday already be used in conjunction with Article 31 (Excused Time), then the leave day will be Thursday or a day mutually agreed upon.
4. Leave days shall not be scheduled on any designated holiday.

C. Holiday Compensation.

1. Holiday Premium. Employees who are required to work on a holiday shall receive one and one half time (1.5x) premium pay in addition to the regular day's pay.
2. Hours and Shifts. Any Employee who works a shift during which four (4) or more regularly assigned hours, excluding overtime, extend into a paid holiday, shall be entitled to holiday pay for the entire duration of the shift; provided however, that the application of this rule shall not entitle any Employee to more than one shift of holiday pay for all regular hours worked on a single holiday.

D. Rotation of Work Opportunity. The scheduling of Employees to work on holidays shall be on a seniority rotation basis with separate rotating rosters for each precinct platoon, as specifically outlined in sub-section E. 5. and for each non-precinct entity in accordance with past practice.

E. Preparation and Maintenance of Holiday Rosters.

1. Posting Holiday Details. Holiday detail sheets will be posted on bulletin boards in each precinct, or entity.

Under normal conditions, holiday assignments for Employees shall be posted seven (7) days prior to the holiday. In instances where two (2) holidays fall within a fourteen (14) day period, assignments for the second holiday will be posted a minimum of two (2) days in advance of that holiday. Should a position become available after the holiday detail sheet is posted and the Department decides to fill that position, supervisors will ask the next eligible Employee(s) if that Employee desires to work the holiday. Those Employees who decline under this circumstance shall not be considered a refusal, and shall be entered on the roster as "Holiday-Late Posting" (HLP).

If the holiday detail sheet is posted prior to the required contractual posting time, management maintains the right to make any change. If the change in the holiday detail is made, management shall notify any Employee affected by such change as soon as possible, as well as the local Union representative. The corrected holiday detail sheet must be re-posted within the minimal contractual posting time limitation.

Once the holiday detail sheet is posted, within the minimum contractual posting time, it may be changed only to correct an error or to fill a vacancy, and after notice to a local Union representative. Supervisors shall notify any Employee affected by such change as soon as possible.

Holiday detail sheets are posted in order to give all parties advance notice of assignments and to permit the Union steward or the Employee to bring any mistakes to the attention of his or her immediate supervisor in a timely manner. An Employee shall notify his or her immediate supervisor of an error on the holiday detail sheet immediately upon discovery, so that it may be corrected forthwith. If an Employee who knows or reasonably should have known of an error fails to provide such notice of the error to his or her immediate supervisor, the error is not grievable.

2. Removal and Addition of Names. Throughout the year, Employee names will be removed and added to various holiday rosters due to transfers, shift changes, recalls from lay-off, new hire, etc. Employees shall be added to a roster according to their respective seniority date. An Employee being added to a roster with a common seniority date of an Employee already on the roster shall be placed on the roster immediately below the Employees already on the roster with the same seniority date.

If the holiday detail sheet has already been posted, in accordance with the contractual time limits for posting, these Employees shall be placed on the roster for the next holiday and not considered for the holiday already posted, unless new vacancies arise prior to the holiday.

3. Holiday Rotation. Holiday rotation shall continue in accordance with the following rules:

- a. The holiday rotation roster shall have continual rotation and will not start anew each July 1st.
- b. The following steps shall be utilized for preparing a holiday roster.
 - i. A supervisor preparing the holiday roster shall list all members, in descending seniority order, who will be considered to work that respective holiday. The removal and addition of names to the holiday roster shall conform with the preceding contractual holiday requirements. A member's holiday status for the previous holiday shall be taken into consideration regardless of where he worked or what roster he was on.
 - ii. Once this step is completed, the supervisor shall begin by first selecting, in descending seniority order, the members who were carried with a "Special Red Designation" (i.e., Holiday-Furlough, Holiday-Sick, Holiday-Jury Duty, Holiday-Suspended, Holiday-Limited Duty, Holiday-Late Posting, Holiday-Disabled, Holiday-Absent with Leave, Holiday-Funeral Leave) during the previous holiday. When selecting members who were carried with a Special Red Designation, the supervisor shall begin at the starting point of the previous holiday and continue through the entire holiday roster once before ending at the current holiday's starting point.
 - iii. Once the members with Special Red Designations have been selected, members with a red "Holiday" designation shall be chosen, in descending seniority order, beginning at the starting point of the current holiday and shall continue through the entire holiday roster, returning to the current holiday's starting point.
 - iv. Once all members with red designations are selected for work opportunities, the continual rotation shall continue from where it left off the previous holiday (the current "starting point"), selecting in descending seniority order members with black "holiday worked", "holiday refused" or no previous status, until sufficient personnel are obtained.
 - v. A new cut off point will then be marked immediately following the last member selected for a holiday worked opportunity.

- c. Members eligible to work are to be selected to work scheduled hours which correspond to the roster from which they are selected.
 - d. Employees who have flexible starting times (such as Cruiser crews, 30 Series, Morality crews, etc.) shall have their normal starting times designated at the beginning of the twenty-eight (28) day work cycle in which the holiday(s) fall. This designation is to be used for holiday rosters only and shall not impede management from changing their working hours.
4. Precinct Rosters. All precinct personnel shall be included on one of the following rosters with the exception as noted in E.4.e. below:
- a. **Platoon One.** All employees who start work between 12:00 a.m. and 3:59 a.m.
 - b. **Platoon Two.** All employees who start work between 4:00 a.m. and 10:59 a.m. (including staff personnel).
 - c. **Platoon Three.** All employees who start work between 11:00 a.m. and 4:00 p.m.
 - d. **Platoon Four.** All employees who start work between 4:01 p.m. and 11:59 p.m.
 - e. The exception to the above is personnel assigned to Special Operations (formerly Special Events Section) of the First Precinct. Only First Precinct Special Operations shall maintain their own rosters.
- NOTE: These start times shall not include roll call time, nor desk personnel who start earlier than normal hours.
5. Entries on Roster. Entries on the holiday roster shall be made in the following manner:
- a. **Worked -W- (Black)** - indicates an employee worked the holiday.
 - b. **Holiday Refused -HR- (Black)** - indicates an employee was given the opportunity to work, but refused.
 - c. **Holiday -H- (Red)** - indicates an employee was not up to work the holiday and was on holiday.
 - d. **Holiday Furlough -HF- (Red)** - indicates an employee was eligible to work the holiday but declined the holiday due to being on furlough. The furlough period for this designation shall consist of the ten (10) furlough days as well as the customary number of leave days and up to three (3) Bonus Vacation Days attached to the furlough period.

- e. Holiday Sick -HS- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of being sick.
- f. Holiday Disabled -HD- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of being disabled.
- g. Holiday Jury Duty -HJD- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of jury duty.
- h. Holiday Limited Duty -HLD- (Red) - indicates an employee was eligible to work the holiday, but was not allowed to do so due to the fact that there was no job openings available for an employee on limited duty status.
- i. Holiday Late Posting -HLP- (Red) - indicates an employee was not eligible to work the holiday when the holiday roster was posted but after the posting was asked due to a position becoming available and declined.
- j. Holiday Suspended - HX - (Red) - indicates an employee was eligible to work the holiday but was suspended on the holiday and had disciplinary proceedings still pending or an employee who was serving a suspension of more than thirty (30) days as a result of completed disciplinary action (after all appeals have been exhausted).

An officer serving a suspension of thirty (30) days or less as a result of completed disciplinary action (after all appeals have been exhausted) shall be allowed to work a holiday if eligible.

- k. Holiday Absent with Leave - HAWL - (Red) - indicates an employee was eligible to work the holiday but was on an authorized absence with leave.
 - l. Holiday Funeral Leave - HFL - (Red) - indicates an employee was eligible to work but was on funeral leave.
6. Insufficient Personnel. In the event that insufficient Employees volunteer to work the holiday, reverse seniority shall prevail and Employees shall be ordered to work.

Exceptions to this draft shall be as follows:

Employees on furlough (inclusive of the customary number of attached leave days) shall be bypassed in a draft situation.

F. Special Rules Affecting Rotation.

- 1. Sick or Disabled Absences. Employees who are scheduled to work a holiday, but are unable to do so due to being sick or disabled, shall be carried "Holiday Sick" (HS) or "Holiday Disabled" (HD).

2. Employees on Furlough. For purposes of this Article, a furlough period includes the customary five (5) attached leave days and up to three (3) attached Bonus Vacation Days. The furlough includes the holiday even if it should fall on the first day of the regularly scheduled furlough.

Employees scheduled for a furlough period that would include a holiday shall not be charged with a furlough day for the holiday.

Employees on furlough when a holiday occurs shall be offered an opportunity to work the holiday if their names are reached on the roster. If the Employee accepts the opportunity, the entry made on the holiday roster shall be the same as if the holiday had been worked while not on furlough. In order to assure that the holiday scheduling of such Employees can be properly managed, prior to starting their furlough or prior to the minimum posting date, whichever is earlier, the employees must inform their immediate supervisor in writing whether or not they desire to work the holiday.

The supervisor shall take into account the Employee's choice when making up the holiday detail sheet. Furloughed Employees who have expressed a desire to work shall be responsible for ascertaining from the Precinct Desk Supervisor or the supervisor in charge, whether or not they are scheduled to work the holiday. Furloughed Employees who have expressed the desire to work and who successfully receive a holiday assignment are subject to all the employment and payroll rules of other non-furloughed Employees also scheduled to work and should they fail to report to their assignment, the fact that they are on furlough will not be an acceptable excuse.

Employees on furlough when a holiday occurs, and who decline their opportunity to work, shall not be considered as having refused holiday work and shall be entered on the roster as "Holiday Furlough" (HF).

Employees on furlough when a holiday occurs and who did not have an opportunity to work because their names were not reached on the roster, shall be entered on the roster as "Holiday" (H).

3. Employees on Limited Duty. Employees on limited duty status are fully entitled to participate in the normal continuous rotation of holiday work opportunities. However, their opportunity to receive an assignment is restricted to those assignments which can be performed by the Employee on limited duty. Limited duty positions shall not be created by bumping regular assigned Employees from their respective regular job assignments.
4. Employees Temporarily Assigned-Out to Other Commands. Employees assigned-out to other commands shall remain on the holiday roster of their parent command and are fully entitled to work a holiday assignment at that command when their name is reached with the following exceptions:
 - a. **Belle Isle Summer Detail (Harbormaster Section).** Employees assigned to this detail shall be removed from their parent command's holiday roster

and placed on the appropriate roster maintained at the Harbormaster Section.

- b. **Auto Theft.** Employees assigned into this entity, on limited duty status (usually long term limited duty employees), shall be removed from their parent command's holiday roster and placed on the appropriate holiday roster maintained at the Auto Theft.
 - c. **Telephone Crime Reporting Section.** Employees assigned into this section (usually long term limited duty employees), shall only be allowed to work at TCRS if they are eligible to work on their parent command's roster. If no work is available at this section, the employee retains the right to work at his parent command if a position is available.
 - d. **Field Duty Officer - Driver.** The Field Duty Officer may select a driver of his choice for a holiday regardless of whether or not the employee is eligible to work the holiday on the parent command's roster.
 - e. **Identification Section.** Employees assigned into this section (usually long term limited duty employees), shall only be allowed to work at the Identification Section if they are eligible to work on their parent command's roster. If no work is available at this section, the employee retains the right to work at his/her parent command if a position is available.
 - f. **224-DOPE.** Employees assigned into this section (usually long term limited duty employees) shall only be allowed to work at 224-DOPE if they are eligible to work on their parent command's roster. If no work is available at this section, the employee retains the right to work at his parent command if a position is available.
 - g. **Records and Statistics Section.** Employees assigned into this section (usually long term limited duty employees), shall only be allowed to work at this section if they are eligible to work on their parent command's roster. If no work is available at this section, the employee retains the right to work at his parent command if a position is available.
- G. **Job Assignment.** Employees working a holiday shall normally work their regular assignments. In the event that the Employee's regular assignment is not scheduled to be worked on the holiday, those Employees shall be assigned to other vacant detail sheet assignments from within their respective roster. Job bumping shall not be allowed among those Employees eligible to work the holiday.

30. FLOATING HOLIDAYS

Each employee shall be entitled to four (4) floating holidays. Each floating holiday shall be a day off work at the regular straight time rate of pay. An officer may request to take his floating holidays by submitting a request in writing to his commanding officer. An officer may request

to take his floating holidays in any sequence, provided, however, that a floating holiday may not be attached to a furlough. This request will be reviewed for the availability of personnel by his commanding officer. In all cases, preference shall be given for Employee requests for use of floating holidays over requests for bonus vacation days (Article 36) or excused time (Article 31). Seniority will be a prime consideration when several officers request to use a floating holiday on the same day.

This article does not affect or limit the right of the Department to determine the number of employees assigned to work. Consequently, there will be no increase in the total number of employees who are absent and the effect of granting an employee's request could be that the seniority leave day request of another employee (even if more senior) will be denied.

Floating holidays must be used in the fiscal year that they are earned and shall not be carried over to a subsequent fiscal year. The Department shall ensure that floating holidays are expended proportionately throughout the year and are not carried until the last months of the fiscal year; therefore, on April 1st, the commanding officer shall assign any unselected floating holidays at his or her discretion.

31. EXCUSED TIME

Employees shall be granted eight (8) hours of "Excused Time" on Good Friday or the last eight (8) hours on the last scheduled day prior to Good Friday, eight (8) hours of "excused time" on Easter or the last eight (8) hours on the last scheduled day prior to Easter, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and Martin Luther King's Birthday provided they are on the payroll through the holiday in question. Employees required to work any portion of the "Excused Time" on these days will receive equal time off for hours worked or straight time cash at the option of the Chief of Police. No holiday premium will be paid for work on these days.

32. PENSION PROVISIONS/PLAN OF ADJUSTMENT

During the term of this Agreement Employees will be entitled to retirement benefits in accordance with the terms of the Memorandum of Understanding Regarding the Police and Fire Retirement System of the City of Detroit, Michigan. The terms of the Memorandum of Understanding may be modified to conform with any plan of adjustment approved by the United States Bankruptcy Court.

33. RECALL PAY

Employees are entitled to recall pay at time and one-half (1½) rate if recalled to duty after reporting off duty and before their next tour of duty. A minimum of two (2) hours will be granted to a recalled member. Travel time, not to exceed one-half (½) hour each way shall be granted for travel to and from the duty station when the total time worked exceeds one (1) hour.

The recall rate shall not be paid when a member works continuously beyond his normal tour without first being relieved. The recall rate shall terminate as of the time that his next regular tour was scheduled to begin and he will not receive any travel time back to his residence.

Recall pay shall not be granted when:

- A. A mobilization has been ordered;
- B. Leave, furlough, bonus vacation days or compensatory time days have been canceled;
- C. A member has been directed to appear in court;
- D. A member is given notice of a change in shift starting time prior to his going off duty.

34. SICK LEAVE

A. Sick Banks.

1. Current sick bank is designated as that sick time accumulated at the rate of one (1) day for every calendar month in which a member has been credited for not less than eighteen (18) paid time days, excluding overtime.
2. Current sick time bank shall accumulate without limitation, provided that, for Employees who on July 1st of any year have accumulated more than 400 hours of sick time (including both unused current sick time and unused seniority sick bank time), the Department at its discretion may pay out all or any portion of the Employees' accumulated sick time in excess of 400 hours. Such payments shall be in accordance with the following terms:
 - a. The Department will announce whether it has elected to pay out sick time under the terms of this Agreement up to one year in advance. For example, as soon as practicable after the effective date of this Agreement, the Department will announce whether it will elect to pay out sick time accrued as of July 1, 2015. As soon as practical after July 1, 2015, the Department will announce whether it will elect to pay out sick time accrued as of July 1, 2016, and so on.
 - b. At the time it makes such announcements, the Department will also announce the amount of sick time that it may buy out.
 - c. Any payments under this Section shall be made at 85% of the Employee's base rate of pay during the previous fiscal year. If the Department elects to make a payment under this provision, the payment shall be made on the first pay date after December 1, or earlier if agreed upon by both parties. For example, any payment made based upon sick time accrued as of July 1, 2015 shall be made on the first pay date after December 1, 2015, unless otherwise mutually agreed. Notwithstanding any other provision of this Agreement, an Employee may elect to have a payment made pursuant to this Section contributed into the Employee's Annuity Savings Account in lieu of a cash payment.
3. Employees shall no longer accumulate additional seniority sick bank time.

- B. Sick Time Credit. The term "sick time" shall be defined as absence due to illness or injury of the member, to exposure to a contagious disease and to the attendance upon immediate members of the family of the member of the Department living within his household, including husband, wife, children, father, mother, sister, brother and relatives living in the same household regardless of degree of relationship. The granting of sick time for attendance upon these relatives is not limited to any given number of days per fiscal year; however, no more than three (3) days will be granted in one instance.

This sick time is granted to permit the member to make arrangements for care of the ill person so that he may return to duty. When it comes to the attention of the Department that a member is abusing sick leave, the Chief of Police may cause an investigation to be initiated. Such investigation may result in disciplinary action, consistent with this Agreement.

- C. Deductions from the Sick Bank. Sick banks, both current and seniority, are designed to provide for non-duty connected illness or disability. No deduction from either current or the seniority sick banks shall be made for any sick time resulting from a service-connected illness or disability which is certified by a physician designated by the Department.

Sick time shall be charged first to the current sick bank and secondly, to the seniority sick bank, in periods of not less than half-days.

When a member starts his shift but is unable to finish the shift because of sickness, sick time will be deducted in the following manner. If less than four (4) hours has been worked, the Employee will be charged half a sick day and credited with half a work day. If four (4) or more hours have been worked from the beginning of the shift, the Employee will be credited with a full work day.

During a period of illness, only that time which would be actual working time will be deducted from the sick bank. Illness or injury during furlough time may be changed to sick time in lieu of the member's furlough, provided such illness or injury during the furlough shall be reported forthwith to the member's commanding officer and to a physician designated by the Department. Such illness or injury will be verified by the physician designated by the Department. The unused portion of the member's furlough will be rescheduled and used immediately following recovery from the illness or injury which made the change necessary.

- D. Reporting Illness or Disability. When any member becomes sick, the officer in charge must be notified without delay and informed where the member is confined. If a member is hospitalized, the officer in charge shall be notified and will cause a physician designated by the Department to be notified, during the next regular office hours, of the nature of the illness and the hospital to which the member was admitted. Members unable to report for duty because of sickness shall have their duty station notified not less than one (1) hour before roll call daily, in order to remain in a sick status. An Employee calling in sick in accordance with this provision will not be allowed to work until his next scheduled tour of duty. Under normal circumstances, a physician designated by the Department will not make visits to an individual member's home. When attending a sick

officer, a physician designated by the Department shall issue him a notice stating the nature of the illness and whether or not the officer shall remain off duty. The notice must be turned in to the commanding officer when the member returns to duty.

Employees on extended sick leave (more than three (3) work days) are required to keep their commands informed of their incapacity and expected date of return. In this instance, the Employee shall not be required to call in daily as specified above. Employees on sick leave of thirty (30) days or more may be ordered to obtain verification by a physician designated by the Department.

- E. Limited Duty. Officers placed on limited duty by a physician designated by the Department shall report immediately with their limited duty authorization slip to an appropriate command designated by the Chief of Police. Said command will determine an appropriate limited duty assignment and notify the member's commanding officer. Limited duty assignments are made by the Chief of Police under the authority granted by Article VII, Chapter VIII, Section VI, paragraph (4) of the City Charter and are subject to the limitations thereof.

An officer on limited duty normally shall not wear a uniform except under emergency conditions when ordered by his commanding officer. In such cases, however, the officer shall not leave the building or travel to and from work in uniform.

The number, location, and duration of restricted duty assignments, as well as whether a restricted duty assignment vacancy exists, shall be within the discretion of the Department.

The Department may give preference for restricted duty assignments to those Employees whose injury or illness is determined to have occurred in the line of duty over Employees whose injury or illness is determined to have occurred not in the line of duty. When the Department determines that the number of restricted duty Employees exceeds the available number of restricted duty assignments, in accordance with the limitations enumerated below, Employees having or seeking a restricted duty position for a non-duty related medical condition may be required to utilize sick time benefits. An Employee who is required to utilize sick time benefits by operation of this paragraph but who has no accumulated sick time will be allowed to use other accumulated time to cover the absence.

When an Employee having a non-duty related injury or illness is displaced from a restricted duty position, or when no restricted duty position is currently available, the Employee shall be placed on a waiting list for assignment to an available restricted duty position. Placement on this waiting list shall be by departmental seniority and placement in restricted duty positions shall be made in seniority order provided the Employee is able to perform the duties of the particular restricted duty position.

Notwithstanding the provisions of this Article, Employees on restricted duty for a non-duty related injury or illness and who are able to perform the duties of their regularly assigned job shall not be subject to being displaced by either an employee having a duty-related injury or illness or by a more senior employee having a non-duty related injury or illness.

The Department shall maintain a continuous listing of those Employees who are restricted duty which shall indicate their duty assignment, seniority date, whether the status is for a duty or non-duty related reason, and other relevant data the parties may from time to time agree upon. The Department shall provide the Association with a copy of the list on any day that a change has been made.

Nothing in this Article shall affect the right of the Department under the Charter of the City of Detroit to refer Employees for duty or non-duty disability pensions.

- F. Determination of Sick or Disability Status. It is the responsibility of a physician designated by the Department to determine whether the illness or injury of a member is duty incurred. When a member sustains an original injury in the performance of duty during his regular duty hours, and is unable to complete his tour of duty, he shall be carried disabled. At all other times, he shall be carried sick until a final determination is made by a physician designated by the Department. Under no circumstances shall the status of a member being carried sick or disabled be changed in the time book or other Department records without the written authorization of a physician designated by the Department. A physician designated by the Department shall authorize such change by preparing an inter-office memorandum. Employees are automatically assigned to Platoon Two while disabled.
- G. Report for Duty When Ordered. Any member reported fit for duty by a physician designated by the Department who does not report at the roll call indicated by the physician shall be considered absent without leave.
- H. Return to Duty. To assure proper health safeguards for Department personnel, members who are ordered off duty by a physician designated by the Department due to illness or injury, whether service connected or not, shall not be returned to active or limited duty assignments without being certified for such assignment by a physician designated by the Department.
- I. Illness or Injury Services. In non and/or post emergency cases, police personnel who have incurred a service connected illness or injury must obtain approval from a physician designated by the Department before securing any type of medical attention or treatment for the illness or injury, including x-rays and dental care. The Department will not be liable for costs so incurred unless prior approval is obtained.
- Officers who are duty disabled or on limited duty shall report for physical examinations when directed by a physician designated by the Department. Furthermore as a condition for continuing disabled or limited duty status and the benefits thereof, the officers must submit to all reasonable examinations ordered by the Department. Failure to do so will lead to immediate termination of such status and benefits.
- J. Depletion of Sick Banks. If a member is unable to perform police duties when all his sick banks are exhausted, he shall be dropped from the payroll unless he is eligible for non-duty connected retirement benefits. A member exhausting his sick banks who has completed five (5) or more years of service and who is otherwise eligible for non-duty connected disability retirement, may be retired at his own request or at the request of the Chief of Police subject to the approval of the Retirement Board.

A member may apply for reinstatement within two (2) years of being removed from the payroll if he recovers sufficiently from his illness or injury to return to duty. He/She may be reinstated in the same status as when he/she left upon proper certification by a physician designated by the Department and appointment by the Chief of Police.

- K. Retirement and Death Sick Leave Payment. Immediately preceding the effective day of a member's retirement, exclusive of duty and non-duty disability retirement, or at the time of a member's death, he or his estate shall be entitled to pay for his unused accumulated sick banks as follows:

An Employee shall receive full pay for eighty-five percent (85%) of the unused accumulated sick bank amounts.

If a member is granted a duty or non-duty disability retirement, he shall be entitled to a reimbursement of unused sick time according to the preceding formula, upon attaining his normal full duty retirement date and petitioning the Chief of Police for such reimbursement.

35. REGULARITY IN THE USE OF SICK LEAVE BENEFITS

- A. General. The Detroit Police Department is responsible for providing efficient law enforcement services. Maximum attendance is required from all members if this responsibility is to be fulfilled.

It is, therefore, necessary to identify and correct members who have developed a pattern of regularity in the use of their sick leave benefits. Therefore, all commanding officers are to review the records of their members quarterly: each January 10th, April 10th, July 10th and October 10th.

- B. Counseling Regarding Regularity in the Use of Sick Leave Benefits. Upon review and approval of the commanding officer, a ranking member shall counsel subordinates whose records show such an indication. The counseling session shall include a discussion of the pattern observed to date, and the member's reason for absences. Where appropriate, the supervisor shall explore positive future courses of available action with the member in an effort to assist the member in adopting corrective measures. At the end of the counseling session, the supervisor shall prepare a detailed report of the meeting and attach the report to the member's Detroit Police Department Attendance Card, D.P.D. 350-C. A copy of this report shall be provided to the member. Note, however, that said counseling does not constitute disciplinary action and as such may not be noted in the administrative counseling register. Further, said detailed report shall be removed from D. P. D. 350-C at the end of six months providing no further corrective action has been necessary since the initial counseling session with the member.
- C. Continued Pattern of Regularity in the Use of Sick Leave Benefits. If counseling does not produce improved attendance, and the supervisor, after meeting with the member, determines that no satisfactory reason exists which would justify said continued regularity in sick leave usage, upon review and approval of the commanding officer, the supervisor shall personally serve the member with a Notice of Regularity in the Use of

Sick Leave Benefits, D.P.D. 350, and forward the necessary copies as outlined on the form. The supervisor shall inform the member of the requirement to obtain documentation of the illness or of the illness of a family member which necessitates the member's absence from work. This documentation shall consist of a statement from a physician concerning the illness for each sick day taken during the next three month period. This requirement must be strictly adhered to during said period of time, except where the commanding officer is convinced that a reasonable basis exists for not requiring a physician's note in conjunction with a particular absence. The member will also be advised that said physician's documentation shall be submitted on D.P.D. 350-A, or an equally detailed doctor's note, and shall be presented to the member's section commanding officer within three days after returning to duty. This documentation is subject to the review of the department physician. Commanding officers shall ensure that the copy of D.P.D. 350-A which is submitted by the member is forwarded to the Medical forthwith for retention.

A member who has been served with a Notice of Regularity in the Use of Sick Leave Benefits, D.P.D. 350, and is being carried sick due to personal illness or injury or for attendance upon a sick family member, must secure permission from the officer in charge of the member's entity or, if the entity is closed, from the officer in charge of the precinct in which the member resides before the member may leave the member's place of confinement. This restriction does not apply on leave days or non-duty hours.

"Improved attendance" as used herein shall mean that the member has consistently and reliably demonstrated the capacity to provide proper and sustained attendance within the meaning of this article. For purposes of interpreting the preceding sentence, the word "sustained" shall be construed to mean an improvement which demonstrates that the abuse has been eliminated.

The supervisor shall further advise the member that failure to satisfactorily comply with the regulation will result in the designation of each working day taken as "Sick" to "Absent No Pay." The supervisor shall also advise the member that unless attendance improves, additional disciplinary action may be imposed.

- D. Improved Attendance. A member placed on a D.P.D. 350 will have his attendance reviewed on a quarterly basis and will be removed from the restrictions of that provision upon a showing of improved attendance within the meaning of the above definition.
- E. Extended Medical Treatment. Members who document that their illness requires treatment on a regular basis may submit D.P.D. 350-A for that ailment on a semi-annual basis. The physician designated by the department, however, may want further verification concerning said ailment, and accordingly the member may be required to see the physician.
- F. Failure to Present Documentation by a Physician. If failure to comply with the regulation set forth on D.P.D. 350 occurs, the section commanding officer shall personally serve the member with a Notice of Failure to Present Documentation by a Physician, D.P.D. 350-B, and shall forward the necessary copies as outlined on the form. A designation of "Absent No Pay" will be entered in timekeeping records.

- G. Appeals. Any member may file a grievance regarding the imposition of a Notice of Regularity in the Use of Sick Leave Benefits, D.P.D. 350. If the grievance is granted, the arbitrator shall be empowered to provide an appropriate remedy, including reimbursement of expenses for medical visits ordered by the Department.

36. BONUS VACATION DAYS

Bonus vacation days are granted for unused current sick time. Officers who have accumulated a minimum of thirty-five (35) sick days including both current and seniority days and have a minimum of six (6) years of service on July 1st of each year will be credited with one-half (1/2) of the unused current sick time from the previous fiscal year up to six (6) days. An officer may request to take his bonus vacation days in any sequence (except when attached to a furlough as stated below) by submitting a request in writing to his commanding officer. This request will be reviewed for the availability of personnel by his commanding officer. Seniority will be a prime consideration when several officers request the same period of time off.

An officer shall be allowed to use up to three (3) bonus vacation days in conjunction with a furlough. The request to utilize bonus vacation days in this manner must be included in the leave day request. Bonus vacation days, when connected to a furlough, shall not be canceled unless the accompanying furlough is canceled. This article does not affect or limit the right of the Department to determine the number of employees assigned to work. Consequently, there will be no increase in the total number of employees who are absent and the effect of granting an employee's request could be that the seniority leave day request of another employee (even if more senior) will be denied.

The Department must insure that bonus vacation days are expended proportionately throughout the year and are not carried until the last months of the fiscal year; therefore, on April 1st, the commanding officer shall assign the remaining bonus vacation days at his discretion. Any request to utilize unused bonus vacation days in conjunction with a furlough scheduled during the months of April, May or June must be submitted to the commanding officer by April 1st or those bonus vacation days will be assigned.

Bonus vacation time shall be deducted from the member's bonus vacation bank before compensatory time shall be taken.

37. JURY DUTY

- A. All Employees who serve on jury duty on regularly scheduled work days exclusive of leave days, furlough days and holidays will be paid the difference between their pay for jury duty and their regular straight time pay for all days they are required to serve on jury duty.
- B. In the event that an Employee reports for jury duty but does not actually serve on jury, he will be paid the difference between the jury pay received and his regular day's pay and be excused for the day.
- C. In order to receive payment for jury duty supplementation, an Employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior

notice to his supervisor that he has been summoned for jury duty, and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment, provided that the commanding officer shall have discretion in seeking to have the Employee excused when his services are essential.

- D. Employees shall have the option when called to jury duty to use vacation, bonus vacation or compensatory time for such service. In that event, the Employee will not be required to turn in his jury pay. However, the Employee must notify the Department of his desire to exercise this option prior to the first date of jury service.

If the date for jury duty falls upon a day when the Employee is scheduled to work other than Platoon 2, the Department, upon request of the Employee, will rearrange the Employee's working schedule so that he will be carried working Platoon 2 on that date(s). If the date for jury duty falls upon a holiday an Employee is scheduled to work, the Employee shall be allowed to attend jury duty without loss of the Employee's holiday work opportunity.

- E. For payroll purposes, jury duty shall be considered as time worked.
- F. An Employee on jury duty will be continued on the payroll and be paid at his straight time hourly rate of his normally scheduled hours of work. Upon return from jury duty, the Employee shall present evidence of the amount received from such jury duty and return that amount to the City, less any mileage allowance paid for the jury service.

If an Employee fails to turn in his jury duty payment, the City will hold subsequent payments due to the Employee until the City is reimbursed for all time lost due to the alleged jury duty service.

- G. Where Employees once impaneled are excused for days or parts of days, reimbursement shall be made only for time served. Employees should otherwise be expected to report for work.

38. DEATH BENEFITS AND LIFE INSURANCE

- A. Death Benefits. Section 13-8-8 of the Municipal Code of the City of Detroit currently provides a death benefit of ten thousand dollars (\$10,000).

1. Membership shall be mandatory for regular Employees.
2. Contribution

By the City - \$13.30 per year per Employee.

By the Employee - \$.20 per week or \$10.40 per year.

- B. Payment for employees killed or permanently disabled in line of duty:
1. A lump sum duty death benefit of ten thousand dollars (\$10,000) shall be paid to the beneficiaries or estate of Employees who are killed or who die as a result of

injuries sustained in the actual performance of their duties in accordance with the City Council resolution of August 23, 1977, p. 1683, March 26, 1974, p. 627, and March 2, 1954, p. 509.

2. A lump sum payment of ten thousand dollars (\$10,000) shall be made to any Employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of his duties. "Totally and permanently disabled" shall be defined exclusively as follows:
 - a. Total and permanent loss of sight of both eyes.
 - b. Loss of both legs or both feet at/or above the ankle.
 - c. Loss of both arms or both hands at/or above the wrist.
 - d. Loss of any two of the members of facilities enumerated in a., b., c.
 - e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
 - f. Incurable insanity or imbecility. Claims for this payment shall be made in accordance with the City Council resolution of March 26, 1974, p. 627.
3. Employees who receive a permanent disability under this Article shall be ineligible for the \$10,000 Duty Death Benefit described in Section B.I. above. Denial of the \$10,000 Duty Death Benefit may be appealed directly to arbitration in accordance with Article 8 (Arbitration) of this Agreement.

C. Group Life Insurance:

A group life insurance program for the Employee and his family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

1. Membership

Optional for members of the Employees Benefit Plan.

2. Contributions

The City shall pay one hundred percent (100%) of the premium for insurance up to and including thirty-five thousand dollars (\$35,000) for each member plus five thousand dollars (\$5,000) for each dependent.

Additional life insurance may be purchased through this plan at the Employee's expense.

Employees and their dependents who are on a duty disability retirement shall be covered by this program.

39. MISCELLANEOUS

- A. Relation to Regulations, etc. This Agreement shall supersede any rules, regulations, ordinances or resolutions inconsistent herewith.
- B. Savings Clause. If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- C. Service Weapon. All Employees shall be provided at no charge with their department-issued service weapon upon full service retirement. An Employee will have no more than thirty (30) days after separation to make such request to the Chief of Police. The Department may refuse to give Employees their weapon for good cause shown. Good cause will be established where an Employee has pending criminal charges or has been convicted of a crime, is subject to departmental investigations, or psychological restrictions. Employees who are involuntarily discharged will not receive a service weapon.
- D. Longevity Pay. There will be no longevity payments during the term of this Agreement.
- E. Direct Deposit. Members of the bargaining unit may participate in the direct deposit programs offered by the City.
- F. Lump Sum for Banked Time. Whenever an Employee leaves employment with the Department, such Employee will be paid for all banked time, other than sick time, at the prevailing rate of pay in effect at the time of separation. This includes, but is not limited to separation with a deferred vested pension or under a disability. DROP plan participants will only receive payout for banked time when they permanently retire, not when they enter the DROP plan. Payments will be paid within ninety (90) days if the amount is less than ten thousand dollars (\$10,000), and if in excess of ten thousand dollars (\$10,000), the amount will be made in semi-annual installments over a three (3) year period with the installments due on February 1 and August 1 with no interest due.
- G. Correction of Overpayments and Underpayments. Where by payroll error an Employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an Employee in writing fourteen (14) calendar days prior to making any payroll recovery. Each deduction by the City shall be substantiated in the records of the City and shall be identified as to the individual Employee.
- H. Civilianization. Positions within the Department that do not require Michigan Commission on Law Enforcement Standards (M.C.O.L.E.S.) certification are subject to civilianization at any time. Any reductions in force (lay-offs) resulting from civilianization will comply with Article 10.I. (Seniority – Lay-off and Recall).

- I. Ammunition. All members shall be provided with limited penetration, full expansion rounds to be carried on or off duty. Members shall also be allowed to purchase (at their own expense) and carry other Department approved limited penetration, full expansion rounds.
- J. Canine. With respect to any assignment made to Canine (K-9), the City may, at its discretion, direct the member on said assignment to return all departmental dogs under the age of five (5) and all departmental equipment to the department at such time as that member is no longer assigned to Canine.
- K. Care of Departmental Dogs. Employees will be paid at a rate of time and one-half for the actual off-duty time spent caring for Department dogs, provided such work is authorized. Employees may expend a maximum of forty (40) minutes per day caring for Department dogs; provided, however, that Employees may expend additional time per day with the prior approval of their supervisor. Employees caring for more than one Department dog shall receive an additional fifteen (15) minutes per day, per dog. The Department retains the discretion to determine whether time spent in excess of the above is necessary and whether it shall be performed while the member is on duty or off duty. Employees shall maintain a record, on a form to be established by the Department, of the time spent in the performance of these duties, and submit the form to the Administrative Sergeant on a bi-weekly basis. This time shall be reported on the bi-weekly Time and Attendance Report as kind-of-time 66.

40. WAGES

- A. Wages – September __, 2014 through June 30, 2019 – Base Salary:
 - 8% wage increase effective first payroll period after the ratification of this Agreement.
 - 2.5% wage increase effective July 1, 2016.
 - 2.5% wage increase effective July 1, 2017.
 - 2.5% wage increase effective July 1, 2018.

In addition to the foregoing, DPOA members shall receive their pro rata share of the lump sum payments described in Section 5 of the July 8, 2014 Term Sheet between the DPOA and the City of Detroit. In all other respects, this wage provision supersedes any prior agreement or term sheet between the parties.

- B. Wage Scale. Employees' wages during the term of this Agreement are set forth in the attached Official Compensation Schedule.
- C. Differential. Salaries for the following classifications will be maintained at the dollar differentials indicated for the term of this Agreement.
 - I. Communications Officer - Police Officer (Class Code 33-12-11)

Start	\$450 over starting salary of Police Officer
After one year	\$450 over salary of one-year Police Officer
After two years	\$450 over salary of two-year Police Officer
After three years	\$450 over salary of three-year Police Officer
After four years	\$450 over salary of four-year Police Officer
After five years	\$450 over salary of five-year Police Officer

2. Band Director - Police Officer (Class Code 33-12-14)

\$821 over maximum of salary of Police Officer

3. Assistant Supervisor of Motor Vehicles - Police Officer (Class Code 33-12-15)

\$862 over maximum salary of Police Officer

4. Police Data Processing Programmer - Police Officer (Class Code 33-12-26)

Minimum: \$589 over maximum salary of Police Officer

Maximum: \$1,738 over maximum salary of a Police Officer

5. Radio Maintenance Officer - Police Officer (Class Code 33-12-12)

\$862 over maximum salary of a Police Officer

6. Radio Systems and Planning Officer - Police Officer (Class Code 33-12-13)

\$1,567 over maximum salary of a Police Officer

7. Senior Police Data Processing Programmer - Police Officer (Class Code 33-12-36)

Police Lieutenant salary

8. Neighborhood Police Officer (Class Code __-__-__)

\$1,198 over maximum salary of a Police Officer

9. Police Detective Trainee (Class Code __-__-__)

\$1,198 over maximum salary of a Police Officer

10. Police Corporal (Class Code __-__-__)

Start	\$1,198 over maximum salary of a Police Officer
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When engaged in field training operations	\$2,396 over maximum salary of a Police Officer
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41. PERMANENT SHIFT PROGRAM

- A. The permanent shift program shall only apply to precinct job assignments on the day, afternoon and midnight shifts that historically rotated among all three (3) shifts. In addition, the permanent shift program shall apply to the Harbormaster which for purposes of the program shall be treated as an entity distinct from the Northeastern Precinct and to the Tactical Response Unit (TRU), Canine and the Public Housing Section. All assignments shall be based on seniority provided the Employee is qualified.
- B. There shall be no periodic re-bidding procedure and vacancies will be filled, if and when the Department decides to fill them, in accordance with the following procedures:
 - 1. A vacancy exists when an officer performing the assignment is permanently transferred, permanently reassigned, resigns, retires, dies, is separated, or when the Department increases the number of officers on a shift.
 - 2. Employees having less than two (2) years of service may be assigned to shifts and assignments within the discretion of management. At the end of two (2) years of service, their positions shall be considered vacancies and shall be subject to the procedures of this Article except where an officer has obtained a permanent job reassignment through the blue slip procedure in accordance with the provisions of Subsection 4 of this Section B.
 - 3. Whenever the Department chooses to fill vacancies created as a result of officers completing two (2) years of service, the positions to be filled shall be posted at least ten (10) days before they are permanently filled.
 - 4. Employees with less than eighteen (18) months service shall not be entitled to use the blue slip procedure to bid on a permanent job assignment. Employees with at least eighteen (18) months and less than twenty-four (24) months service shall be entitled to use the blue slip procedure to bid on a permanent job assignment other than a scout car.
 - 5. In addition to the existing procedure for filling job assignments, Employees may also submit a blue slip indicating their preference for a shift change. In accordance with present practice, a blue slip that is accepted shall be reviewed promptly to determine if the Employee is qualified. When vacancies occur the most senior qualified Employee will have his blue slip request honored. All blue slips will expire on October 1 of each year. The blue slip procedure is for the filling of vacancies and no Employee may be bumped. The blue slip of an officer requesting a particular assignment on a shift shall be honored before the blue slip of an officer requesting the shift only.
 - 6. In the event of an involuntary reassignment from one shift to another, the officer having the least Department seniority shall be reassigned. This provision shall not affect the Department's right to reassign members in accordance with B.2.

7. Employees transferring into an entity participating in the permanent shift plan, may be initially assigned to shifts and assignments within the discretion of management, provided there are no blue slips on file for the requested shift or assignment. Thereafter, except as limited by the provisions of Subsections 2 and 4 of this Section B., Employees may utilize the blue slip procedure in Article 10, Section G.1. While Employees shall be entitled to submit a blue slip for a shift or assignment they shall not be eligible to exercise seniority for shifts for a period of six (6) months or assignments for one (1) year. When Employees are involuntarily transferred to an entity participating in the permanent shift program they shall not be eligible to exercise seniority for shifts for a period of three (3) months or assignments for six (6) months.
- C. A Joint Labor Management Permanent Shift Committee, consisting of not more than five (5) representatives from the Association and five (5) representatives of the Department shall meet within five (5) working days of the request by either party. The Committee shall meet to discuss issues related to the transition from rotating to permanent shifts and to the implementation and continuation of the permanent shifts concept. The Committee will attempt to resolve any such issues without the filing of a formal grievance with due regard to the fact that in negotiating permanent shifts the parties may not have considered all of the effects of such change and that flexibility is necessary and desirable to ensure that an orderly transition from rotating shifts to permanent shifts is effectuated.
 - D. The Panel shall retain jurisdiction over the permanent shift award and, upon the request of either party, for a period of one (1) year after permanent shifts are implemented, shall convene, with substitute delegates if a party so designates, to resolve any dispute concerning permanent shifts which has not been resolved by the Committee.
 - E. In the case of a bona fide hardship, reviewed and approved by the Chief of Police or the appropriate Deputy Chief, management may change an Employee's shift for a period not to exceed thirty (30) days. No other Employee shall be displaced from his shift or assignment as the result of such a reassignment. The Association will be notified of any approved request. This provision shall be applicable not only to those entities participating in the permanent shift plan, but to all assignments on a Department-wide basis.

42. OUTSIDE EMPLOYMENT

An Employee may engage in outside business activity or outside employment provided it is not inconsistent or incompatible with or does not interfere with the proper discharge of the Employee's duties and responsibilities as a police officer.

Approval for outside business activity or outside employment must be obtained from the Chief of Police, and shall be for a period of one (1) year. The Employee may request it be renewed after one (1) year. If an Employee is on the Attendance Control Program (DPD 350), that Employee cannot be approved for outside employment, and prior approval can be revoked at the discretion of the Chief of Police.

Approval will not be granted for an outside business activity or outside employment which would involve more than thirty (30) hours per week of work, or for work in businesses that are regulated by the Detroit Police Department (e.g., bars, adult movies or adult bookstores, etc.)

Officers may not be in uniform when engaged in any outside employment. Officers may not carry or use any equipment or accessories issued by the Department when engaged in any outside business activity or outside employment in private or personal security.

Approval to engage in outside business activity or outside employment shall not be unreasonably withheld.

43. WORK AREAS

The City will provide and maintain safe, clean, sanitary and healthful work premises, facilities and equipment. The City shall have the responsibility and authority first to determine what constitutes safe, clean, sanitary and healthful work premises, facilities and equipment. Grievances alleging a violation, that is, whether or not the City has provided and maintained safe, clean, sanitary and healthful work premises, facilities and equipment, shall be entered at the last step of the grievance procedure and shall be subject to arbitration.

44. DURATION

This Agreement shall be effective and binding on the Union and the City as of October __, 2014, and shall continue in full force and effect through June 30, 2019 (the "Term"). This Agreement, including the Term, shall be incorporated into and become a part of both the plan of adjustment and order confirming the plan of adjustment, and the Agreement shall be subject to the post-confirmation ongoing jurisdiction of the Bankruptcy Court for the full Term, including without limitation, whatever jurisdiction the Bankruptcy Court's retains to enforce the Term. This Agreement, including specifically, the Term, shall be duly authorized and approved by and consented to by the Governor, the Treasurer and the Emergency Manager, with these consents reflected by duly authorized signatures.

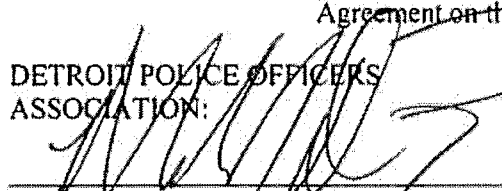
If either party desires to modify this Agreement, it may give written notice to the other party during the month of March 2019.

In the event that the Department and the Association fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2019, this Agreement will remain in effect on a day-to-day basis. Either party may terminate this Agreement by giving the other party a ten (10) day written notice on or after June 30, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this

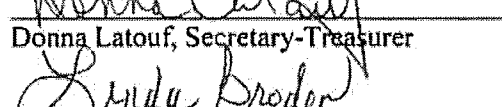
Agreement on this __ day of October, 2014.

DETROIT POLICE OFFICERS
ASSOCIATION:


Mark Diaz, President


Bernard Cybulski, Vice President


Donna Latouf, Secretary-Treasurer


Linda Broden, Sergeant at Arms

CITY OF DETROIT:


Michael E. Duggan, Mayor


James Craig, Chief of Police

Office of the State Treasurer, Michigan


Michael A. Hall, Labor Relations

SCHEDULE A

<u>District</u>	<u>Work Location & Platoon</u>	<u>Stewards</u>	<u>Alternates</u>
1	1st Precinct	3	3
	Platoon 1		
	Platoon 2		
	Platoon 3		
	3rd Precinct	3	3
	Platoon 1		
	Platoon 2		
	Platoon 3		
	Downtown SVS / Gaming	3	3
2	Platoon 1		
	Platoon 2		
	Platoon 3		
	2nd Precinct	3	3
	Platoon 1		
	Platoon 2		
	Platoon 3		
	4th Precinct	3	3
	Platoon 1		
3	Platoon 2		
	Platoon 3		
	6th Precinct	3	3
	Platoon 1		
	Platoon 2		
	Platoon 3		
	8th Precinct	3	3
	Platoon 1		
	Platoon 2		
4	Platoon 3		
	10th Precinct	3	3
	Platoon 1		
	Platoon 2		
	Platoon 3		
	12th Precinct	3	3
	Platoon 1		
	Platoon 2		
	Platoon 3		

<u>District</u>	<u>Work Location & Platoon</u>	<u>Stewards</u>	<u>Alternates</u>
5	5th Precinct	3	3
	Platoon 1		
	Platoon 2		
	Platoon 3	3	3
	9th Precinct		
	Platoon 1		
6	Platoon 2	3	3
	Platoon 3		
	7th Precinct		
	Platoon 1	3	3
	Platoon 2		
	Platoon 3		
	11th Precinct	3	3
	Platoon 1		
	Platoon 2		
	Platoon 3	3	3
	HMS		
	Mound Rd. / Detention Center		
7	Platoon 1	3	3
	Platoon 2		
	Platoon 3		
	Communications Ctr. / Tech Support/ Fleet	3	3
	Communications Systems		
8	Narcotics / Firearms Inventory	2	2
	Forfeiture / Auction Detail / Magnet	1	1
9	DPSH 1301 Third Floors 1-7	4	4
	Police Personnel / Recruiting / IA / Medical		
	Sex Crimes / Homicide		
	Domestic Violence / Child Abuse		
	Evidence Tech. Unit		

<u>District</u>	<u>Work Location & Platoon</u>	<u>Stewards</u>	<u>Alternates</u>
10	Law Dept. / OCI / EPU / Disciplinary CRIB / Ident. / Records / Liquor License	1	1
	DMPA / Range	1	1
	Commercial Auto Theft	1	1
11	Canine / Support Svc.	1	1
	Tac Response Unit	1	1
	SRT / Bomb Squad	1	1
	Special Crimes	1	1
	TEU / TSU	1	1
	<u>Totals</u>	<u>60</u>	<u>60</u>

EXHIBIT I
Official Compensation Schedule

CHI-1939680v4

**MEMORANDUM OF UNDERSTANDING
REGARDING THE POLICE AND FIRE RETIREMENT SYSTEM
BETWEEN
THE CITY OF DETROIT
AND
THE DETROIT POLICE OFFICERS ASSOCIATION**

This Memorandum of Understanding is made and entered into this 1st day of October, 2014, by and between the City of Detroit ("City") and the Detroit Police Officers Association ("DPOA" or the "Association").

WHEREAS, on July 18, 2013, the City filed for protection under Chapter 9 of the U.S. Bankruptcy Code, 11 U.S.C. §§ 101-1550; and

WHEREAS, on December 5, 2013, the U.S. Bankruptcy Court for the Eastern District of Michigan ("Bankruptcy Court") ruled that the City is eligible to be a debtor under Chapter 9 of the U.S. Bankruptcy Code; and

WHEREAS, the City's duty to bargain with the Association over changes to terms and conditions of employment has been suspended pursuant to Public Act 436, MCL § 141.1541 *et seq.*; and

WHEREAS, on August 16, 2013 the Bankruptcy Court ordered the City and the Association to participate in Court-supervised mediation regarding the terms of a successor collective bargaining agreement, including retirement benefits for current employees; and

WHEREAS, the City and the Association agree that it is in the best interests of the City and its employees for the City to provide fiscally responsible but high quality retirement benefits to its future retirees; and

WHEREAS, in connection with the mediation, the City and the Association have discussed ways to address the unfunded liabilities of the Police and Fire Retirement System ("PFRS") and to reach an agreement to provide sustainable retirement benefits to future retirees of the City; and

WHEREAS, benefit accruals under the PFRS ceased effective June 30, 2014, pursuant to Ordinance No. 12-14; and

WHEREAS, effective July 1, 2014, employees represented by certain City unions, including the DPOA, became eligible to participate in the Combined Plan for the Police and Fire Retirement System of the City of Detroit, Michigan (the "Combined Plan"), which consists of provisions relating to benefits accrued by members under PFRS prior to July 1, 2014 ("Old PFRS") and provisions relating to benefits accrued by members under PFRS on and after July 1, 2014 ("New PFRS"); and

WHEREAS, this Memorandum of Understanding supplements any collective bargaining agreements entered into between the City and the Association and/or any Act 312 Arbitration Award pertaining to the Association and the City until the expiration of this Memorandum of Understanding;

NOW, THEREFORE, it is agreed that the City and the Association have entered into this Memorandum of Understanding, and any proposals or counter-proposals made during related discussions by either the City or the Association, but not included in this Memorandum of Understanding, are hereby withdrawn. The City and the Association further agree as follows:

A. The Police and Fire Retirement System. During the term of this Memorandum of Understanding, pension benefits for eligible employees (which, in all cases, shall exclude Police Assistants) represented by the DPOA shall be in accordance with this Memorandum of Understanding, as follows:

1. City Contribution. The City shall contribute to New PFRS, on an annual basis, an amount equal to twelve and one-quarter percent (12.25%) of each eligible employee's base compensation. A portion of such contribution will be credited to a rate stabilization fund.

2. Employee Contribution. Eligible employees hired by the City on or before June 30, 2014 shall make pre-tax contributions equal to six percent (6%) of their base compensation to New PFRS (pre-risk shifting). Eligible employees hired or rehired by the City on and after July 1, 2014 shall make pre-tax contributions equal to eight percent (8%) of their base compensation to New PFRS (pre-risk shifting).

3. Plan Terms. Except as set forth herein, the following key terms relating to New PFRS shall apply to benefits accrued by eligible employees on and after July 1, 2014 and prior to January 1, 2024:

BENEFIT FORMULA	Final Average Compensation (average base compensation over last 5 consecutive years of employment) x Years of Service earned after June 30, 2014 x 2.0%. Average base compensation does not include overtime, unused sick leave, longevity payments, or any other form of bonus or additional compensation – just the employee's base salary.
	Actual time for benefit accrual is actual time served. For vesting service, an eligible employee must work 1,000 hours in a 12-month period to accrue a year of service.

NORMAL RETIREMENT AGE	Age 50 with 25 years of service, with the following 7 year transition period:	
	<u>Fiscal Year</u>	<u>Age and Service</u>
	2015	Age 43 and 20 years
	2016	Age 43 and 20 years
	2017	Age 44 and 21 years
	2018	Age 45 and 22 years
	2019	Age 46 and 23 years
	2020	Age 47 and 24 years
	2021 and thereafter	Age 50 and 25 years
	10 Years of Service for vesting.	
	Deferred vested pension – 10 years of service and age 55.	
	Duty Disability - consistent with Old PFRS.	
	Non-Duty Disability – consistent with Old PFRS.	
	Non-Duty Death Benefit for Surviving Spouse – consistent with Old PFRS.	
	Duty Death Benefit for Surviving Spouse – consistent with Old PFRS.	
COLA	1% compounded, variable.	
DROP ACCOUNTS	Available for frozen Old PFRS benefits and future accrued benefits under New PFRS for employees who are eligible to retire under concurrent eligibility requirements. No more than 5 years of DROP participation for employees not already in DROP as of June 30, 2014. DROP accounts will be managed by PFRS instead of ING, if administratively and legally feasible. If managed by PFRS, interest will be credited to DROP accounts at a rate equal to 75% of the actual net investment return of PFRS, but in no event lower than 0% or higher than 7.75%.	
ANNUITY SAVINGS	Voluntary Annuity Savings Fund contributions up to 10% of after-tax pay. Interest will be credited at the actual net investment rate of return for PFRS, but will in no event be lower than 0% or higher than 5.25%. No in-service withdrawals permitted.	
	Investment Return/Discount rate – 6.75%.	

RISK SHIFTING	<p>If the funding level is less than 90% (using the fair market value of assets), COLAs will be eliminated (to the extent applicable).</p> <p>If the funding level is 90% or lower (using the fair market value of assets and a 3-year look back period), the following corrective actions will be taken in the order listed below, until the PFRS actuaries can state that by virtue of the use of corrective action, and a 6.75% discount rate and return assumption, the funding level is projected to be 100% on a market value basis within the next 5 years:</p> <ol style="list-style-type: none"> 1. eliminate COLAs (if applicable); use amounts credited to the rate stabilization fund to fund accrued benefits; 2. increase employee contributions by 1% per year (6% to 7% for current actives and 8% to 9% for new employees in year 1) for up to 5 years; 3. increase employee contributions (active and new employees) by an additional 1% per year; 4. increase employee contributions (active and new employees) by an additional 1% per year; 5. implement a 1 year COLA fallback; 6. implement a second 1 year COLA fallback; 7. increase employee contributions by an additional 1% per year; and 8. increase City contributions consistent with applicable actuarial principles and PERSIA.
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a) In accordance with the 2014-2019 collective bargaining agreement between the City and the DPOA ("CBA"), the ten percent (10%) cap on annual contributions to the Annuity Savings Account will not apply to payments of accrued sick leave into an Annuity Savings Account made pursuant to Article 34, Section A.2.c. of the CBA.

b) Employees in the DPOA bargaining unit will have the option to participate in a one-time irrevocable "roll-in election" with respect to calculation of their frozen accrued benefits under Old PFRS. The purpose of this roll-in election is to give each eligible employee the option to allocate a portion of his or her unused sick pay bank to the employee's Average Final Compensation, which in turn will be used to determine the employee's frozen accrued benefits under Old PFRS as of June 30, 2014. If the employee elects to roll-in a portion of his or her unused sick pay, the employee's Average Final Compensation will include the portion of the employee's sick pay bank determined as of June 30, 2014 that would have been included in the member's Average Final Compensation in accordance with the terms of Old PFRS, as though the employee had retired on June 30, 2014 with 20 years of service. In the event an employee terminates employment with the City prior to attaining 20 years of service, the employee's roll-in election will be nullified. If an employee makes a roll-in election, the employee's unused sick leave bank

will be reduced by the number of hours included in the employee's Average Final Compensation calculation and the employee may not use those hours for sick leave or receive the value in cash when the employee retires. The form for making a roll-in election will be available to employees on-line, and paper copies of the form will also be made available. An eligible employee wishing to roll-in a portion of his or her unused sick pay must sign the form in the presence of a witness and return the form to the PFRS office no later than October 15, 2014. The one-time roll-in election will have no impact on benefits accrued under New PFRS.

c) For avoidance of doubt, 'eligible to retire under concurrent eligibility requirements' of the Combined Plan means that an Association member with accrued benefits under Old PFRS may retire upon attaining 20 years of service, regardless of age. This member would immediately receive a frozen pension under Old PFRS. If the member does not meet the age and years of service requirements of the New PFRS, he or she will begin receiving an additional payment (actuarially reduced to reflect early commencement) based on his or her accrued benefit under New PFRS when he or she turns 55. He or she can begin receiving an unreduced normal retirement benefit under New PFRS when he/she reaches age 62.

The age 50 and 25 years of service requirements of New PFRS apply only to New PFRS and are subject to the 7 year transition period set forth above. The transition applies as set forth below:

1. Under the transition, after July 1, 2014, an Association member who reaches 20 years of service and age 43 on or before June 30, 2015 can retire anytime after reaching 20 years of service and age 43, and he or she will immediately receive an unreduced accrued New PFRS benefit.
2. Beginning on July 1, 2015, an Association member who reaches 20 years of service and age 43 on or before June 30, 2016 can retire anytime after reaching 20 years of service and age 43, and he or she will immediately receive an unreduced accrued New PFRS benefit.
3. After June 30, 2020, an Association member must be at least 50 years old with 25 years of service to retire and immediately receive his or her unreduced accrued New PFRS benefit.

An Association member who does not meet these New PFRS requirements will not begin receiving his or her unreduced accrued New PFRS benefit until the Association member reaches age 62 and has been credited with 10 years of service. An Association member with 10 years of service may elect to retire at age 55 with an actuarially reduced benefit.

d) Section 1.4 (Board of Trustees – Membership; Appointment) of the New PFRS and Article III, Section 2 of the Old PFRS (Membership of Board) shall not be modified during the term of the CBA.

e) The City will remit to the New PFRS all contributions withheld from employees' pay checks.

The City shall promptly transfer these employees' contributions to the new PFRS, but in no event shall such City transfers be made later than the 15th day of the month following the month of the pay dates when the employees' contributions are withheld by the City (hereinafter "Contribution Due Date"). (By way of illustration and example only, the City must transfer to the New PFRS by no later than February 15 all of the employees' contributions withheld on the pay dates of the immediately preceding January.)

If the City does not transfer the employees' withheld contributions to the New PFRS by the Contribution Due Date, these contributions shall be deemed delinquent contributions (hereinafter "Delinquent Contributions"). The City shall be liable to the New PFRS in the amount of the Delinquent Contributions and any Lost Earnings ("Lost Earnings") on the Delinquent Contributions, which would have been earned on the employees' contributions, had the City timely made the transfer of these employees' contributions.

Notwithstanding the above, the City shall be liable for Lost Earnings in an amount not less than the applicable corporate underpayment rate(s), effective during the delinquency, established under Section 6621(a)(2) of the Internal Revenue Code.

B. Reservation of Rights by City. This Memorandum of Understanding shall in no way be construed to interfere with, or add additional requirements with respect to, the City's rights to modify the terms of any pension plan document currently in effect, or that may be in effect during the term of this Memorandum of Understanding, including but not limited to the Combined Plan; provided, however, that the City shall not modify the terms of the applicable pension plan(s), in any manner that conflicts with those terms set forth in Section A above, unless the City is ordered to do so by the Bankruptcy Court in the plan of adjustment dated August 20, 2014 (as it may be amended, modified or supplemented, "Plan of Adjustment") in the case *In re: City of Detroit*, Case No. 13-53846 or as set forth in Section D below.

C. Compliance with Plan of Adjustment. The terms of this Memorandum of Understanding are subject to confirmation of the Plan of Adjustment and may be modified therein to achieve confirmation of the Plan of Adjustment. Any proposed modification to the Plan of Adjustment is subject to the rights of the DPOA to object to same. During the term of this Memorandum of Understanding, the City shall not make any modifications to the terms of the Combined Plan that are contrary to the terms of the

Plan of Adjustment as confirmed by the Bankruptcy Court.

D. Compliance with Public Act 183. Notwithstanding any provision of this Memorandum of Understanding that can be construed to the contrary, this Memorandum of Understanding will not be construed to require the City to fall out of compliance with the requirements of Public Act 183, House Bill 5568 ("PA 183"). In the event that the City determines that it has fallen out of compliance with, or is reasonably likely to fall out of compliance with PA 183, the City will provide written notice to the Association, and offer to meet and confer with the Association for a period not longer than thirty (30) days to discuss potential modifications to the terms of the Memorandum of Understanding in order to comply with the requirements of PA 183. To the extent that the City and the Association are unable to reach an agreement within thirty (30) days, the City may make any necessary modifications to ensure compliance with PA 183.

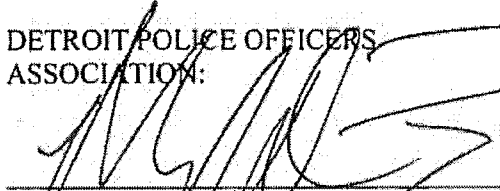
E. Duration. This Memorandum of Understanding will become effective upon approval by the Emergency Manager and the Treasurer of the State of Michigan and shall remain in effect until December 31, 2023. The City and the Association hereby agree to waive any and all collective bargaining rights with respect to pension benefits, including but not limited to benefits provided under, and any other issues relating to, the Combined Plan (the "Waived Issues") from the date that this Memorandum of Understanding is executed through December 31, 2023. The parties acknowledge that they are enjoined from collective bargaining regarding the Waived Issues through June 30, 2023 and further agree to waive any right to raise any of the Waived Issues in any Act 312 arbitration proceeding. The City and the Association agree that they may engage in collective bargaining regarding the Waived Issues beginning June 30, 2023, but that no modifications may be made with respect to any Waived Issue until after December 31, 2023.

F. Grievance and Arbitration: Any dispute pertaining to the provision of benefits pursuant to this Memorandum of Understanding shall be subject to the grievance and arbitration procedures set forth in Articles 7 and 8 of the CBA or any comparable provision set forth in a successor collective bargaining agreement entered into between the City and the DPOA. In resolving any dispute pertaining to provision of benefits pursuant to this Memorandum of Understanding, the Arbitrator shall be bound by the terms of this Memorandum of Understanding, the Combined Plan, and the Plan of Adjustment, and shall have no authority to issue any award or order that is contrary to the terms of these documents.


IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

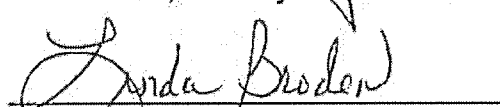
Dated this 1st day of October 2014.

DETROIT POLICE OFFICERS
ASSOCIATION:


Mark Diaz, President

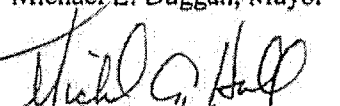

Bernard Cybulski, Vice President



Donna Latouf, Secretary-Treasurer

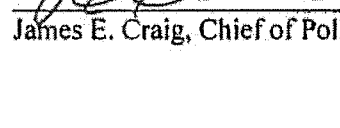

Linda Broden, Sergeant at Arms

CITY OF DETROIT:


Michael E. Duggan, Mayor


Michael A. Hall, Director of Labor Relations


James E. Craig, Chief of Police


Office of the State Treasurer, Michigan

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DETROIT
AND
DETROIT POLICE OFFICERS ASSOCIATION**

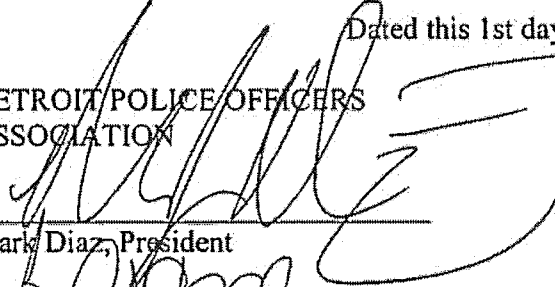
The Detroit Police Officers Association ("Association") and the City of Detroit ("Detroit") discussed the application of Article 20, Section J.2 and Article 40, Section A of the 2014-2019 Collective Bargaining Agreement. In connection with those discussions, the parties have agreed to the following:


1. The 8% wage increase listed in Article 40, Section A shall become effective the second pay period following the effective date of the Collective Bargaining Agreement.
2. Each Employee who was on the City's payroll as of October 1, 2014 shall receive a one-time signing bonus equal to \$620.00.
3. With respect to Article 20, Section J.2, the DPOA shall have 10 business days to identify an existing VEBA to which the City may make the contributions set forth in that provision and confirm that such VEBA is willing to accept said contributions. If the DPOA identifies such a VEBA within the applicable time frame, the parties shall meet and confer with respect to necessary changes to the Collective Bargaining Agreement. If the Association does not identify such a VEBA, the provisions of Article 20, Section J.2 shall remain unchanged.

IN WITNESS WHEREOF, the parties have affixed their signatures below:

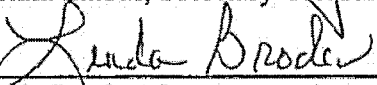
Dated this 1st day of October, 2014.

DETROIT POLICE OFFICERS
ASSOCIATION


Mark Diaz, President

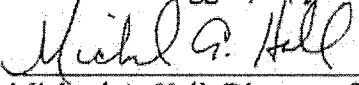

Bernard Cybulski, Vice President

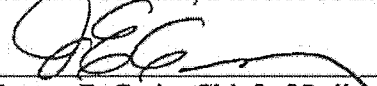

Donna Latouf, Secretary-Treasurer


Linda Broden, Sergeant-at-Arms

CITY OF DETROIT


Michael E. Duggan, Mayor


Michael A. Hall, Director of Labor Relations


James E. Craig, Chief of Police

Office of the State Treasurer, Michigan

October 1, 2014

Mr. Mark Diaz
President
Detroit Police Officers Association
1938 Jefferson Ave.
Detroit, MI 48207

Re: Prescheduled Overtime (2014-2019 Collective Bargaining Agreement)

Dear Mr. Diaz:

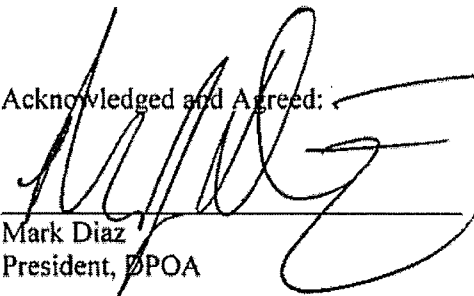
During negotiations with respect to the parties' 2014-2019 collective bargaining agreement, the Detroit Police Department (the "Department") and the Detroit Police Officers Association ("DPOA") discussed the methods by which the Department may shift personnel from one assignment to another pursuant to Article 14, Section E.1. The Department shall utilize Employees in the DPOA bargaining unit and, absent exigent circumstances, shall follow the following process:

1. The Department shall first attempt to address the personnel shortage by shifting Employees within the Command.
2. To the extent the Department cannot address the personnel shortage by shifting Employees within the Command, the Department shall next attempt to shift Employees from adjacent Precincts.
3. If the Department cannot fill the vacancy by shifting personnel within the Command or by shifting Employees from an adjacent Precinct, the Department may assign DPOA Employees without restriction.

Sincerely,


James Craig
Chief of Police

Acknowledged and Agreed:


Mark Diaz
President, DPOA

October 1, 2014

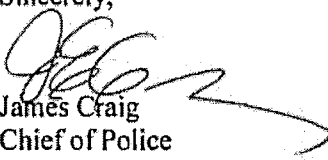
Mr. Mark Diaz
President
Detroit Police Officers Association
1938 Jefferson Ave
Detroit, MI 48207

Re: Funeral Leave (2014-2019 Collective Bargaining Agreement)

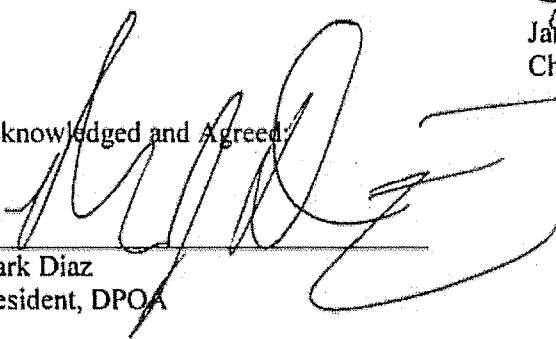
Dear Mr. Diaz:

During negotiations with respect to the parties' 2014-2019 collective bargaining agreement, the Detroit Police Department ("Department") and the Detroit Police Officers Association ("DPOA") discussed the application of Article 12 of the collective bargaining agreement. In connection with those discussions, the parties have agreed that an Employee's Legal Guardian, or an individual over whom the Employee serves as Legal Guardian, shall be treated as an immediate family member for purposes of eligibility for funeral leave. The Department may require the Employee to furnish proof of legal guardianship.

Sincerely,


James Craig
Chief of Police

Acknowledged and Agreed:


Mark Diaz
President, DPOA

October 1, 2014

Mr. Mark Diaz
President
Detroit Police Officers Association
1938 Jefferson Ave.
Detroit, MI 48207

Re: Letter of Agreement – Group Health Care

Dear Mr. Diaz:

In connection with the negotiations regarding the 2014-2019 collective bargaining agreement (the "CBA") between the City of Detroit (the "City") and the Detroit Police Officers Association (the "DPOA") (collectively, the "Parties"), the Parties discussed the administration and application of the language contained in Article 20 of the CBA pertaining to Hospitalization, Medical, Dental and Optical Care (the "Group Health Care Provisions"). In particular, the Parties discussed the interpretation and application of Group Health Care Provisions pertaining to compliance with Michigan Public Act 152, Michigan Combined Laws ("MCL"), §§ 15.561 *et seq.* ("PA 152"), in connection with the administration of the City's group health care program provided to DPOA bargaining unit employees. With respect to the interpretation and application of Article 20.H of the CBA, the Parties agree as follows:

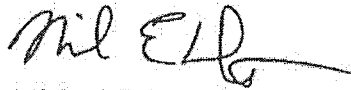
1. In the event that the annual "Medical Benefit Plan Costs" (as defined in MCL § 15.562(F)) exceed the maximum public employer payment set forth in MCL § 15.563 (the "Hard Cap"), the City agrees to present a resolution to the City Council requesting that, for each applicable year, the City elect to comply with the provisions of MCL § 15.564 (the "80/20 Cost Allocation"), in order to maintain the current Medical Plan Design and premium allocations set forth in Articles 20.A and 20.B of the CBA.

2. In the event that the City Council does not approve the 80/20 Cost Allocation by majority vote in any year, the City agrees to meet and confer with the Union for a period not longer than thirty (30) days, as outlined in Article 20.H of the CBA, in order to discuss potential modifications to the terms of the Medical Plan Designs (as defined in Article 20.A of the CBA) to maintain compliance with PA 152.

3. In the event that the Parties are unable to reach an agreement after thirty (30) days, as outlined in Article 20.H of the CBA, the City may make necessary modifications to the Medical Plan Designs to ensure compliance with PA 152 but will not modify the 80/20 monthly contribution allocation set forth in Article 20.B of the CBA without the agreement of the DPOA. However, the Parties agree that, in the event that the City is required to modify the Medical Plan Designs in order to ensure compliance with PA 152, the City shall be relieved of any obligation under Article 20.G of the CBA to provide "Gold"-level coverage.

4. In the event that any other bargaining unit reaches a different resolution of these issues, the DPOA may elect to adopt that agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mike ELD", with a long horizontal flourish extending to the right.

Michael E. Duggan
Mayor, City of Detroit

**MEMORANDUM OF UNDERSTANDING
POLICE CORPORAL**

The Detroit Police Department and the Detroit Police Officers Association (D.P.O.A.) have entered into the following Memorandum of Understanding to summarize the appointment to Police Corporal, which will be an appointed position, represented by and for DPOA collective bargaining unit active members.

The primary purpose of a Corporal is to provide training in the basic police-training curriculum and to transition newly appointed officers from classroom instruction into a structured practical application environment as a patrol response unit. The Corporal rank is an integral part of the probationary period because it provides close examination of Probationary Police Officers to ensure their emotional, physical and intellectual performances meet the required levels for law enforcement officers as defined by the Michigan Commission on Law Enforcement Standards.

OBJECTIVES

1. Produce a highly trained and motivated police officer capable of meeting or exceeding the performance standards required by the department.
2. Provide proficient and professional academy and field training to direct Probationary Police Officers with the practical application of Academy knowledge.
3. Maintain an appraisal system with related job tasks and a standardized evaluation system for documenting performance skills of probationary officers. Identify, document and remediate skill levels of probationary officers, which reflect the lack of progress.

4. Modify the selection and recertification process for Corporals as needed. Maintain an appraisal process for reviewing the training techniques of Corporals.

PROGRAM GUIDELINES

The Corporal is designed to be an extension of the recruitment and selection process from the date of hire until successful completion of the probationary period has been attained. Therefore, upon completion of Academy training, the recruits will transition to the level of Probationary Police Officer; to continue training in a patrol environment to ensure a well-rounded police experience is obtained.

RESPONSIBILITIES:

COMMANDING OFFICER OF TRAINING

As an executive officer in charge of basic and field training, the commanding officer of Training will ensure that the training curriculum for the Corporal rank is consistent and in compliance with the department policies. The commanding officer of Training will report program-training issues to the Deputy Chief of Support Services and the Assistant Chief of the Administrative Portfolio. The Chief of Police has the final determination for the appointment and de-appointment to the rank of Corporal.

FIELD TRAINING ADMINISTRATOR

The Field Training Administration (F.T.A), reports directly to the Commanding Officer of Training.

The Field Training Administrator has direct management of the Field Training program. Specific guidelines listing the program procedures are defined in the Standard Operating Procedures Manual. The F.T.A. has the following responsibilities:

- Submit reports and training concerns to the Commanding Officer of Training and revisions to the program when necessary.
- Review Daily Observation Reports received to chart the progress of probationary officers during their training process.
- Participate with Group Evaluation meetings to ascertain the progress of probationary officers.
- Monitor activities of the Corporal while engaged in field training operations to ensure that probationary officers receive proper training. Make field visits/communicate with precincts/districts to ensure program objectives and procedures are being accomplished.

PRECINCT TRAINING COORDINATOR

A supervisor selected by the Commanding Officer of each command has been designated as the Training Coordinator, to oversee the in-service and field-training program at the command level. The Training Coordinators' responsibilities are:

- Ensure all department members assigned to their commands attend all mandated training and receive additional training as necessary to perform their duties both proficiently and professionally.
- Collect and review completed Daily Observation Reports to chart the progress of probationary officers.
- Create a file for the probationary officer's completed Daily Observation Reports for review by supervisors completing the monthly probation reports and evaluation meetings to discuss the probationary officer's progress.

- Ensure monthly probationary reports are processed by the PPO's shift supervisor and forward the original Daily Observation Reports to the F.T.A.U. on a weekly basis.
- Report training concerns to their Commanding Officer and the Field Training Administrator and ensure the Corporal engaged in field training operations documents are completed and forwarded to the Field Training Administrator.

CORPORALS

Corporals employed in field operations are responsible for coaching, instructing, and demonstrating proper patrol tasks to be performed by PPOs. Corporals employed in field operations will identify skills of PPOs that require remediation due to poor performance levels and low evaluation ratings. The Corporal, as a trainer, will also have the following responsibilities:

- Assist the training coordinator supervisor by coordinating and/or providing training to department members at their command. Corporals may also be called upon to provide training to members at other commands throughout the department on an as needed basis.
- Complete Daily Observation Reports when training PPOs.
- Evaluate performance skills of PPOs in accordance with the Standard Evaluation Guidelines.
- Develop techniques to help the PPO meet all training objectives.
- Apprise their FTO Coordinator and Commanding Officer regarding poor performance that is continually demonstrated by his/her assigned PPO.
- Attend an annual recertification course to maintain the Corporal position.
- Ensure training given to PPOs is consistent with standards for the State of Michigan, the Detroit Police Department and the guidelines of the program.

PROBATIONARY POLICE OFFICERS

The probationary period shall be eighteen (18) months from the date of hire, or one year from graduation, whichever comes first. Upon graduating from the Academy, the PPO will be assigned to a command. Training will maintain an oversight of the continuation of basic police training until the successful completion of the Field Training Program.

PPOs must work with a Corporal who is certified in Field Training during the program as much as possible. If circumstances interfere with this procedure, the PPO, whenever practical, shall be given a desk assignment for a minimum of three (3) days per phase. The desk supervisor shall complete a Daily Observation Report on the PPO in accordance with the existing guidelines. A supervisor can assign a PPO to work with them in a patrol capacity and must process a Daily Observation Report.

PPOs are evaluated every day when training with a Corporal. The Field Training Program consists of three (3) phases in which the PPO has a Corporal partner. Each phase requires the completion of fifteen (15) Daily Observation Reports by a minimum of two different Corporals. This allows the PPO exposure to different activities and fair evaluation of performance skills. Failure of the PPO to reach the training standards required by the department and the Michigan Commission on Law Enforcement Standards shall be referred to the Probationary Evaluation Board (PEB) attaining all applicable appellate rights under the collective bargaining agreement. All supporting documentation, along with a written recommendation from the affected Commanding Officer, is to be forwarded to the Commanding Officer of Training.

A PEB or Chiefs hearing, as determined by the Chief of Police or his/her designee, will be empanelled to extend the probation of an

unconfirmed employee up to six (6) months. Consideration to terminate, extend, or otherwise affect a PPO's probation period, shall be conducted in accordance with established department and contractual procedures.

FIELD TRAINING PROGRAM PERFORMANCE CATEGORIES

The Daily Observation Report (DOR) is the evaluation form utilized to record performed skill levels of PPOs in the following categories:

- Officer Safety
- Uniform Appearance
- Attitude
- Knowledge of Traffic/City Ordinance Violations
- Knowledge of Criminal Procedures
- Prisoner Processing
- Report Writing
- Patrol Forms
- Department Vehicle Procedures
- Telephone/Radio Communications
- Orientation/Response Time to Calls
- Crime Scene Procedures
- Ethics and Professional Conduct

STANDARD EVALUATION GUIDELINES

Guidelines were established from Department Directives, policies, training directives and compiled laws from the State of Michigan as a reference source to compile fair rating scores. The performance categories are consistent with those listed above under the DOR.

The rating scores are 1 = unacceptable, 4 = acceptable, 7 = excels above average, N.O. = performance not observed, and N.R.T.T. = not

responding to training. Daily Training Time is also noted on the DOR when corrective information is provided when the PPO demonstrates improper techniques.

CORPORAL SELECTION PROCESS

The Commanding Officers of each command within the Detroit Police Department shall:

- By seniority (starting with the most senior), ascertain each Police Officers desire to be appointed to the rank of Corporal, and accordingly prepare a list of Corporal Candidates in said order. This list shall include members who are currently Field Training Officers.
- Evaluate disciplinary records and sick time records of each Police Officer on said list, going back two (2) years from the date of the evaluation.
- Conduct a meeting (within ten (10) days of creating the list of Corporal Candidates) to discuss potential disqualifiers with the respective Police Officer, their immediate supervisor and an elected representative of the Detroit Police Officers Association.
- Should it be determined by the Commanding Officer of said Police Officer's command that their disciplinary and/or attendance over the past two (2) years is unsatisfactory, the Police Officer shall be disqualified from that commands list of Corporal Candidates until the Commanding Officer determines the disqualifying factor has been corrected, or two years from the date the disqualifying factor was committed.
- Should the Commanding Officer of a Police Officer determine their disciplinary record would not interfere with their ability to perform as a Corporal; the Commanding Officer shall prepare a written statement to the Chief of Police detailing their reason(s) for believing so. It shall be the Chief of Police (or his/her designee) who determines whether to uphold the decision of the

Commanding Officer to allow the Police Officer onto the list of Corporal Candidates.

- Upon final completion of the list of Corporal Candidates, each Commanding Officer shall forward said list to the Deputy Chief of Support Services.
- The lists of Corporal Candidates from ALL commands shall be combined by department seniority (starting with the most senior).
- Corporal Candidates having certifications and training specific to necessary departmental training needs (including that of the FTO) shall be appointed to the rank of Corporal if they are currently in an instructor capacity. Accordingly, said individual shall retain their position at their respective command only if they are to continue as an instructor.
- The Deputy Chief of Support Services shall make a list of ALL commands and number of positions where Corporals will be stationed available to all Corporal Candidates.
- Prior to the initial Corporal Training, Corporal Candidates shall bid for ALL available commands and platoons. This process shall be completed either in person or by way of a 568 from the Corporal Candidate to the Deputy Chief of Support Services (Direct). Accordingly, this process shall be done by department seniority (starting with the most senior).
- Corporal positions at commands shall first be filled by Corporal Candidates currently at that command and from their respective shifts.
- Upon completion of the command and platoon bidding process, Corporal Candidates shall be given two (2) days to withdraw their candidacy for the rank of Corporal. Should the Corporal Candidate decline appointment to the rank at this phase of the process they shall be removed from the Corporal Candidacy list for a period of one year from the date they declined the appointment.
- Should a Corporal Candidate withdraw from the candidacy list, the Corporal candidates with less seniority than the withdrawing candidate (most senior being first) shall be notified within twenty four (24) hours of vacancy and given an opportunity to fill the

- vacancy. Accordingly, should a Corporal Candidate already on the list elect to fill the vacated position of the withdrawing Corporal Candidate, their vacated position shall be filled in the same manner until all available Corporal positions are filled.
- Upon filling all Corporal positions from the aforementioned Corporal Candidate list, Training will conduct Corporal Candidacy Training, to include an additional ten (10) Corporal Candidates (Corporals in Waiting) from the remaining list of candidates on the Corporal Candidates list.
 - These ten (10) Corporals in Waiting shall remain at their respective commands as Police Officers. Should a Corporal position become available, the Corporal Candidates transfer list shall first be used to fill a vacated position. If there are no existing transfers to that vacancy, the vacancy filled by the next Corporal in Waiting (most senior having first refusal).
 - Upon completion of the Corporal Candidacy Training, the Field Training Administrator shall prepare and forward an evaluation of each Corporal Candidate to the Chief of Police giving a positive or negative recommendation for the Corporal Candidates. Should the Field Training Administrator give a negative recommendation for any Corporal Candidate, a hearing with the Chief of Police (or his/her designee), Field Training Administrator, Corporal Candidate in question, and elected Detroit Police Officers Association representative shall be conducted. Should the Chief of Police (or his/her designee), adopt the recommendation of the Field Training Administrator, the Corporal Candidate shall be removed from the list of Corporal Candidates for a period of one (1) year before being eligible to be considered for Corporal Candidacy.

Additional Criteria:

- Corporal Candidates must have a minimum of five (5) years of street patrol experience.
- Successful completion of the Corporal Candidacy 40-Hour Certification Course

DPOA Corporal MOU

12/3/2014

- Corporal Candidates must demonstrate the following in the Corporal Candidacy 40-Hour Certification Course
 - Clean, neat appearance
 - Knowledge level of Federal, State, City Ordinances, Department Policies and Patrol
 - Communication Skills
 - Positive Attitude.
 - Adaptability
 - Emotional Maturity
 - Motivation
 - Leadership
 - Ability to document and evaluate.

EXCLUSIONS

The following are reasons a Police Officer may be excluded from the Corporal Candidacy list:

- Disciplinary History
- Suspension as a result of final disposition in disciplinary case within the past two years.
- Current status on DPD350 after all appellate options has been exhausted.
- Pending Criminal Charges

The Chief of Police has the final determination for the appointment and de-appointment to the rank of Corporal and reserves the right to deny a candidate at his discretion with cause.

APPEAL PROCESS

Any Police Officer who has articulable facts that demonstrate bias in their exclusion from the Corporal Candidacy process may appeal their exclusion, in writing, through the Detroit Police Officers Association Grievance Committee, to the Chief of Police (or his/her designee), to be heard and resolved within thirty (30) days of the appeal.

Any Corporal Candidate who is excluded from the Corporal Candidacy list may appeal their exclusion, in writing, through the Detroit Police Officers Association Grievance Committee, to the Chief of Police (or his/her designee), to be heard and resolved within thirty (30) days of the appeal.

RECOGNITION

To recognize their importance in the training and evaluation of PPOs, an insignia has been awarded to identify Corporals. The Corporal shall wear two (2) stripes on their uniform sleeve.

COMPENSATION

A Corporal, upon successfully completing Corporal Candidacy Training, shall receive a 2.5% wage increase. When A Corporal is engaged in training duties, the Corporal shall receive an additional 2.5% wage increase for all time spent training, including off duty court appearances with PPOs for a total of 5%. When calculating off duty court appearances, the additional 2.5% shall be added to the end of the normal off duty court appearance calculation as agreed upon in the DPOA City of Detroit State of Michigan collective bargaining agreement 2014-1019.

CORPORAL RESIGNATION

Notice of resignation for Corporals shall be submitted through channels to the Chief of Police on a DPD 568. The Chief of Police reserves the authority to appoint a police officer to the rank of Corporal and de-appoint a Corporal to the rank of Police Officer.

Upon de-appointment by resignation or at the discretion of the Chief of Police, a member shall be returned to the rank of Police Officer. They shall be returned to the command they were assigned to prior to being appointed to the rank of Corporal with no loss of seniority (rights or privileges). Previous Corporals returning to their previous commands shall not displace another police officer from their assignment until that position becomes available (i.e. shift or job assignments.)

ADDITIONAL PROVISIONS

- Corporals shall draw furloughs and leave days with the Police Officers on their respective shifts.
- PPOs shall have the same leave days as the Corporal they are assigned to.
- Members reinstated or reappointed pursuant to Article 10.F, Section 1 and 2 of the parties' collective bargaining agreement, shall not be considered PPOs for purposes of participation in the Field Training Program.
- Corporals shall receive the additional 2.5% increase when training reinstated or reappointed Police Officers.
- The rank of Corporal is not considered an assignment within the meaning of the parties' collective bargaining agreement and a member selected for a Corporal position shall retain his or her job assignment for all purposes set forth in the contract and this memorandum of understanding.

DPOA Corporal MOU

12/3/2014

- Nothing in this agreement is intended nor should it be interpreted to confer on Corporals authority to exercise effective personnel action concerning probationary officers.
- The Chief of Police may exercise his or her authority to appoint a member to the rank of Corporal who is directly responsible for the training of both probationary members and confirmed members, i.e., members assigned to Training and Firearms Training.
- An Umpire in an expedited arbitration proceeding shall resolve disputes concerning the interpretation or application of this Memorandum of Understanding.
- Corporal Candidates refusing transfers by reverse seniority shall be suspended from the Corporal Candidate list for a period of one (1) year
- Training will host Corporal Candidate Training no less than once (1) a year to maintain at least ten (10) Corporals in waiting.
- Training will host Corporal Professional Development Training no less than once (1) a calendar year, or as needed for each Corporal to receive this training annually
- The rank of Corporal has been established for the reasons set forth in this Memorandum of Understanding. No other rank shall act in the capacity of Corporal.

TRANSFERS

Corporals shall be eligible for two (2) transfer lists;

Corporal Transfer List

- Corporals may request to transfer to another command as a Corporal.
- Should a position become available within a command, Corporals at that command shall have first refusal for the open position.
- The most senior Corporal on the Corporal Transfer List requesting to transfer to the command shall immediately be made aware of the

DPOA Corporal MOU

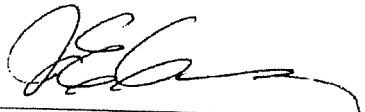
12/3/2014

open position and work hours. That Corporal shall immediately decide whether they accept the transfer or not.

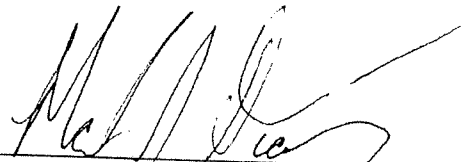
- Should a Corporal decline the transfer, the opportunity to transfer to the command in question shall continue down the transfer list in this manner (most senior being first).
- Should the open position not be filled, the position shall be offered to the next Corporal Candidate on the Corporal Candidate List. (Most senior of the ten (10) Corporal Candidates in waiting).

Police Officer Transfer List

Corporals wishing to transfer to another command may do so in accordance with department policies and procedures on transfers. Should a Corporal be transferred to a Police Officer position, their position as a Corporal shall be forfeited and they shall be placed on the Corporal Candidate List in order of seniority. However, the Corporal position vacated shall first be offered to the Corporal Candidates in waiting by seniority.



James E. Craig
Chief of Police
Detroit Police Department



Mark Diaz
President
Detroit Police Officer's
Association

MEMORANDUM OF UNDERSTANDING
DETECTIVE TRAINEE

The Detroit Police Department and the Detroit Police Officers Association (D.P.O.A.) have entered into the following Memorandum of Understanding to summarize the appointment to the rank of Detective Trainee which will be a DPOA rank.

RESPONSIBILITIES:

Job Description: Detective Trainee

A Detective Trainee is directly accountable to a sergeant and shall be responsible for the following:

- Responding and directing activities at crime scenes (both preliminary and on-going investigations)
- Conducting and directing of investigations along with the gathering of evidence (including witness statements)
- Follow-up investigations
- Complete and thorough case notes documented in the ascribed records management system
- Accountability for case notes and investigatory progress during case reviews with supervision
- Periodic communication with complainants regarding the status of investigations
- Awareness of crime patterns, changes and trends affecting an assigned area
- Keeping supervisors apprised of significant issues of importance;
- Recovering and processing of evidence/property;
- Conducting live or photo show-ups;
- Apprehending wanted persons;
- Typing of Search Warrants and participation in the execution of same;
- Interrogating and processing of detainees;
- Preparing cases for presentation to the prosecutor;
- Assisting the prosecutor through each step of the judicial process;
- Court case preparation and presentation;
- Testifying in court;
- Establishing and fostering shared communication with department personnel, entities and other law enforcement agencies;

A Detective Trainee shall assume all details, duties and responsibilities, which may be delegated by a superior officer or an entity with authority within the department.

A Detective Trainee is directly accountable to a sergeant and shall be responsible for the following:

The Detective Trainee rank is an integral part of the Detroit Police Department's criminal investigation and crime reduction strategy.

Applicants for an appointment to a Detective Trainee position are selected based on their ability to effectively perform independently, their enthusiasm towards the philosophy of policing and their level of commitment to the department's organizational values. Detective Trainees are not empowered to perform supervisory duties

OBJECTIVES

1. Produce a highly trained and motivated Detective capable of meeting or exceeding the performance standards required by the department.
2. Provide proficient and professional police service to the community.

DETECTIVE TRAINEE SELECTION PROCESS

The Commanding Officers of Investigative Operations are to be involved with the selection of Detective Trainees.

Applicants for the Detective Trainee position are restricted to sworn personnel. Officers applying for the position must be confirmed in the rank of police officer.

The following requirements are necessary in order to be considered for an appointment to the Detective Trainee Position.

- Confirmation in the rank of Police Officer
- Positive review from personnel and Internal Affairs records
- Positive clearance from Disciplinary Administration
- Successful completion of the Oral Interview Process

An interview appraisal is conducted on applicants who meet the minimum qualifications as defined in the announcement of the open positions to determine their qualifications. Selection to move forward in the process will be based on the needs of the department and those candidates that are selected for additional consideration based on past performance will be interviewed. During the interview process, the candidates for appointment will be assessed based on criteria including, but not limited to, disciplinary history, sick time usage, at fault accidents, performance evaluation ratings and their responses to the interview

questions. The candidate's must demonstrate experience in the following categories which shall be assigned a score and documented on the candidate's interview form:

1. Appearance
2. Investigative knowledge, skills and abilities
3. Knowledge level on Federal, State, City Laws, Department Policies and Patrol
4. Communication Skills
5. Attitude
6. Adaptability
7. Emotional Maturity
8. Motivation
9. Leadership
10. Ability to document and evaluate
11. Supervision

APPEAL PROCESS

A candidate who has articulable facts that demonstrate bias in the rating of their interview may make written appeal directly to the Director of Personnel within seventy-two hours of their oral interview. The Chief of Police shall have the final determination as to the appointment to the rank of Detective Trainee.

RECOGNITION

To recognize their importance in the training and evaluation of probationary officers an insignia has been awarded to identify Detective Trainees. Upon successful completion of the Detective Trainee program the Detective will wear two stripes and one diamond on their uniform sleeve.

DETECTIVE TRAINEE COMPENSATION

A Detective Trainee upon appointment will receive a 2.5% pay increase.

DETECTIVE TRAINEE RESIGNATION


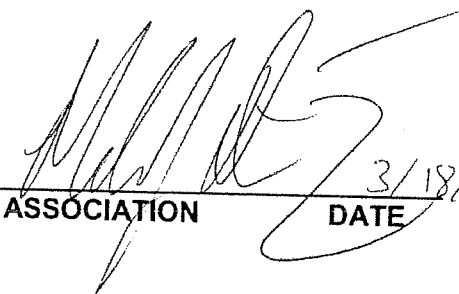
A written resignation request on a DPD 568 must be submitted through channels to the Chief of Police.

The Chief of Police reserves the authority to appoint a police officer to the rank of Detective Trainee and de-appoint a Detective Trainee to the rank of police officer.

Upon de-appointment either by resignation or at the chief's discretion, a member shall be returned to the rank of police officer and retain their former assignment and retain all seniority rights.

ADDITIONAL PROVISIONS

- A. Members reinstated or reappointed pursuant to Article 10.F. Section 1 and 2 of the parties' collective bargaining agreement, shall not be considered to be probationary officers for purposes of participation in the Detective Trainee program.
- B. The rank of Detective Trainee is not considered an assignment within the meaning of the parties' collective bargaining agreement and a member selected for a Detective Trainee position shall retain his or her job assignment for all purposes set forth in the contract.
- C. Nothing in this agreement is intended nor should it be interpreted to confer on Detective Trainees the authority to exercise effective personnel action concerning probationary officers.
- D. The Chief of Police may exercise his or her authority to appoint a member to the rank of Detective Trainee.
- E. Questions concerning the interpretation or application of this Memorandum of Understanding shall be resolved by an Umpire in an expedited arbitration proceeding.
- F. It is understood that final acceptance of this proposal is subject to approval of necessary city officials.

	
DEPARTMENT	ASSOCIATION
3/18/2014	3/18/14
DATE	DATE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT POLICE DEPARTMENT
AND
DETROIT POLICE OFFICERS ASSOCIATION

RE: RULES AND PROCEDURES FOR BINDING MEDIATION PROCESS

Article 7.1 of the 2014 – 2019 Collective Bargaining Agreement between the Detroit Police Department and the Detroit Police Officers Association permits the parties to engage in binding mediation to settle contract grievances and disciplinary matters in lieu of arbitration.

Both parties understand that the 2014 -2019 Collective Bargaining Agreement provides a basic framework of the mediation process. It is agreed by the parties that this document provides more detail to the mediation process. Thus, the Detroit Police Department and the Detroit Police Officers Association agree to the following mediation process:

1. The parties select George Roumell as the Primary Mediator/Arbitrator. If the Parties agree that an additional Mediator is needed, The Parties agree to select one additional Mediator/Arbitrator from the permanent panel identified in Article 8 of the 2014-2019 CBA. The additional Mediator/Arbitrator shall be used if the parties agree to hold additional mediation sessions.
2. Mediation sessions shall be scheduled mutually no less than thirty (30) days before the hearing date.
3. Prior to each scheduled hearing date, each party may submit up to five (5) unresolved grievances and five (5) disciplinary matters for a binding recommendation by the Mediator/Arbitrator.
4. For each mediation hearing date, the City of Detroit Police Department shall bring forth up to five (5) Discipline cases prior to the Trial Board, Board of Police Commissioners hearing or any other administrative hearing.
5. Department cases presented shall involve discipline matters with a penalty imposed at the previous level not to exceed 30 days or 3 or more disciplinary sustained charges for the same or similar alleged offenses.
6. For each mediation hearing date, the Detroit Police Officers Association shall bring forth up to five (5) unresolved grievances.
7. Association cases presented shall involve grievances relating only to the interpretation, application or enforcement of a specific article and section of the collective bargaining agreement.
8. No more than ten (10) cases shall be presented at one mediation hearing.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT POLICE DEPARTMENT
AND
DETROIT POLICE OFFICERS ASSOCIATION

9. At least twenty (20) calendar days in advance of the hearing date, the parties shall meet and mutually set the agenda of cases to be considered on the designated mediation date.
10. Either party may decline to have a particular cases placed on the mediation agenda without explanation or justification.
11. At least fifteen (15) days prior to the mediation date, both parties shall exchange copies of all documents to be used for cases placed on the agenda. No additional records may be introduced at the hearing unless by consent of the opposing party. However, either party may request the Mediator to allow the introduction of additional documents/records, not produced within the 15 day time period, if good cause can be demonstrated for the delay.
12. A complete agenda, all documents, exhibits and files shall be provide to the Mediator/Arbitrator at the same time the parties exchange, fifteen (15) days prior.
13. Failure to adhere to document exchange timeframes may result in the party's case being removed from the agenda.
14. The mediation hearing shall be confidential and informal, therefore, no recording, court reporting, or recorded transcripts will be generated.
15. The DPOA may be represented by Counsel and/or an Association Advocate; and, up to two Association representatives.
16. The grievant is not required to be present at the hearing; however the grievant may attend as an observer. Grievant(s) will not be allowed to testify either by narrative or direct questions or be subject to cross examination by Counsel and/or Advocates as it relates to the merits of the case. However, the Mediator will be allowed to asked questions of the grievant for clarity purposes only.
17. The Department may be represented by Counsel and/or a Department Advocate and up to two Department Representatives.
18. No witnesses will be allowed in this mediation process. .
19. In cases which require the testimony of the grievant and/or witnesses, the matter shall be removed from the mediation agenda and set for regular umpire arbitration.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT POLICE DEPARTMENT
AND
DETROIT POLICE OFFICERS ASSOCIATION

20. Each party's representative/advocate shall be authorized to resolve each grievance and/or enter into a settlement agreement to serve the best interest of their represented party.
21. Either party after the mediation hearing, but before the Umpire renders the decision, may, upon oral motion to the Mediator, have the matter moved to regular umpire arbitration.
22. Any matter removed from the mediation process to regular arbitration shall not be reconsidered for any future mediation proceeding.
23. Mediation cases scheduled but not heard on the designated date for reasons other than removal by either party, shall be scheduled for the next mediation date.
24. Cases that are resolved by mediation shall result in a written statement from the Mediator/Arbitrator given within 72 hours. The settlement award shall provide the rationale for the settlement which shall be binding on the parties.
25. If the Mediator, selected by the parties, fails to adhere to the terms of this agreement the parties may consider removing the Mediator from the mediation process.
26. Any settlement reached at mediation shall be binding with respect to the particular grievance or disciplinary matter, but shall have no precedential value with respect to any other grievance or disciplinary matter nor may be used or referred to in any subsequent proceeding between the parties unless both parties agree in writing.
27. The location of the mediation sessions shall alternate between the DPOA Office and the Office of the Department's Labor Affairs Relations or a location mutually agreed to by the parties. Frequency of the alternation shall be mutually agreed upon as it proves beneficial by the parties. If no agreement can be achieved, all mediation during even months will be held at Labor Relations, odd months will be held at the DPOA.
28. All fees and expenses of the Mediator and this process shall be split equally between the Detroit Police Department and the Detroit Police Officers Association.
29. The parties may from time to time in writing mutually agree to amendments to these ground rules

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT POLICE DEPARTMENT
AND
DETROIT POLICE OFFICERS ASSOCIATION

Both parties acknowledge their shared interest in streamlining the grievance arbitration and disciplinary appeal process as well as the desire to protect the fiscal interest of the party's respective entities. To that end, both parties agree to the terms of this agreement and commit to its successful implementation through good faith discussions and the ultimate goal of operating through harmonious labor relations.


FOR THE ASSOCIATION

7-15-15
DATE


FOR THE DEPARTMENT

7/15/15
DATE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
DETROIT POLICE OFFICERS ASSOCIATION

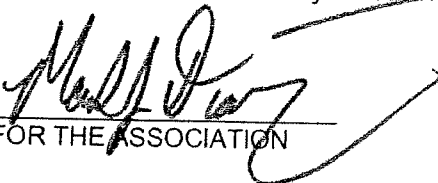
RE: NEIGHBORHOOD POLICE OFFICERS (NPO) AND DETECTIVE TRAINEES

The Department being desirous of promoting harmonious labor relations by acting in good faith on previously discussed terms, recognizes a discrepancy in the Collective Bargaining Agreement between the Detroit Police Officers Association and the City of Detroit as it relates to pay rates for Neighborhood Police Officers and Detective Trainees.

Understanding that the 2014 -2019 CBA, which has been signed by both parties, reflects a dollar amount pay rate of \$1,198 over maximum salary of a police officer for both Neighborhood Police Officers and Detective Trainees; the Department recognizes this rate does not reflect the rates discussed between the parties. Therefore, the Detroit Police Department and the Detroit Police Officers Association stipulate to the following:

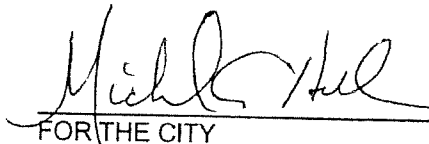
1. Neighborhood Police Officers, upon appointment, shall be compensated at a pay rate of 3.5% above maximum standard police officer pay rate.
2. Detective Trainee, upon appointment, shall be compensated at a pay rate of 2.5% above maximum standard police officer pay rate.
3. It is clearly understood and agreed upon by the parties through previous Memorandums of Understanding that both Neighborhood Police Officer and Detective Trainee are appointments at the discretion of the Chief of Police.
4. Further, the Chief of Police reserves the right to unappoint members from Neighborhood Police Officer and/or Detective Trainee.
5. As such, in the event a member is un-appointed from Neighborhood Police Officer and/or Detective Trainee, said member's pay rate shall revert to the rate of pay step according to their time-in-grade step rate at the time of un-appointment.

The Association acknowledges this issue was brought forth by the Department without any employee rights violations or contractual obligations to adjust the NPO and Detective Trainee rates accordingly, inasmuch that these rates will be adjusted as soon as possible without any retroactive pay applied at any time.



FOR THE ASSOCIATION

4/7/15
DATE



FOR THE CITY

4/17/15
DATE

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF DETROIT POLICE DEPARTMENT

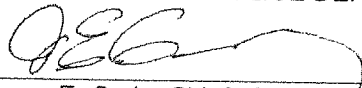
AND

DETROIT POLICE OFFICERS ASSOCIATION

The parties have engaged in discussions concerning Article 16.J of the 2014 — 2019 DPOA Collective Bargaining Agreement and have reached the following understanding.

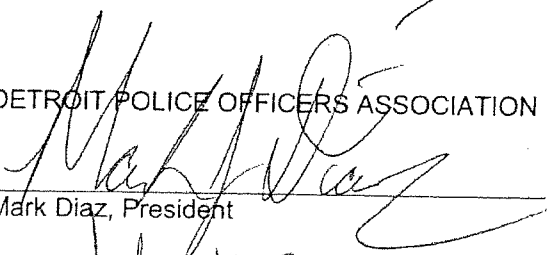
1. A member who has been notified to appear for the purpose of questioning where the purpose of the questioning is not to charge the member with any criminal conduct or to discipline the member and the member is only being called as a witness, shall be entitled to a Union representative or legal counsel, if the member makes a request for such representation.
2. Questioning the member shall not begin until after the member has been advised of his/her right to legal counsel and/or a Union representative.

CITY OF DETROIT POLICE DEPARTMENT


James E. Craig, Chief of Police

Date: 7-16-2015

DETROIT POLICE OFFICERS ASSOCIATION


Mark Diaz, President

Date: July 16, 2015

MEMORANDUM OF UNDERSTANDING
DETROIT POLICE DEPARTMENT –DETROIT POLICE OFFICERS
ASSOCIATION

ARTICLE 9. DISCIPLINE

The parties have engaged in discussions concerning Article 9 Discipline, 2014-2019 DPOA (Detroit Police Officers Association) Collective Bargaining Agreement (CBA), and have reached an understanding regarding a written reprimand appeal process procedure for all employees covered by this Agreement:

Under the current C.B.A. Article 9. Discipline (H) Written Reprimand reads: All written reprimands will be issued and implemented as soon as practicable following an investigation. Written reprimands will remain in employees' files for a period of time not to exceed two (2) years from the date of issuance of the reprimand

Under this M.O.U., the parties agree to have the language modified to read as follows:

"All written reprimands will be issued and implemented as soon as practicable following an investigation or decision from a Chief's Hearing. However, members will not be issued a written reprimand more than 366 calendar days from the date of the occurrence. Written reprimands will remain in employees' files for a period of time not to exceed two (2) years from the date of incident".


If the written reprimand is appealed the following appeal procedural guidelines must be followed by all employees covered by Article 9(C) of this Agreement:

"Appeal to Chief's Hearing: Within two (2) days of the receipt of the Notice of Discipline or, in its absence, an Employee may appeal the discipline to a Chief's Hearing (which will be presided over by the Chief or his/her designee) for review. The Chief of Police or his

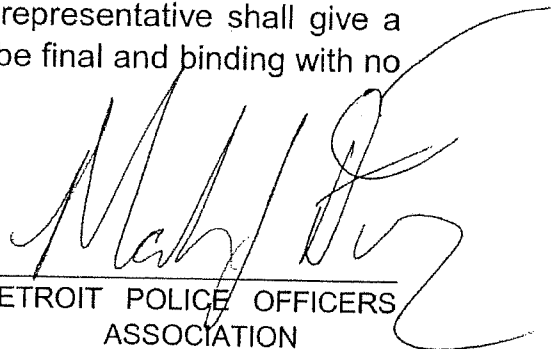
designated representative shall conduct a hearing in a timely manner.

The Chief or his/her designee presiding over the Chief's Hearing will have the authority to rescind the written reprimand, affirm the written reprimand, or lower the level of discipline, but may not increase the disciplinary penalty from what was stated in the Notice of Discipline.

The Chief of Police or his designated representative shall give a written decision and that decision shall be final and binding with no right of appeal".



CITY OF DETROIT
(POLICE DEPARTMENT)



DETROIT POLICE OFFICERS
ASSOCIATION

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DETROIT
AND
THE DETROIT POLICE OFFICERS ASSOCIATION**

The Detroit Police Officers Association ("Association") and the City of Detroit ("City") discussed various articles pertaining to wages and conditions of employment. Based on mutual consideration, the 2014-2019 Collective Bargaining Agreement ("CBA") has been amended. The parties have agreed to amend the following Contractual Articles:

1. Article 33. Recall Pay
(Exhibit 1)
2. Article 34. Sick Leave
(Exhibit 2)
3. Article 39. Miscellaneous
(Exhibit 3)
4. Article 40. Wages
(Exhibit 4)
5. Article 44. Duration
The remaining articles and provisions of the DPOA
Master Agreement remain as is without change or modification.
(Exhibit 5)

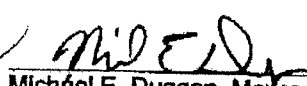
IN WITNESS WHEREOF, the parties have affixed their signatures below:

Dated this 15th day of December, 2015

DETROIT POLICE OFFICERS
ASSOCIATION


CITY OF DETROIT


Mark Diaz, President

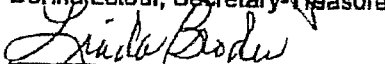

Michael E. Duggan, Mayor


Bernard Cybulski, Vice President


Michael A. Hall, Director of Labor Relations


Donna Latouf, Secretary-Treasurer


James E. Craig, Chief of Police


Linda Broden, Sergeant-at-Arms

Detroit Police Officer's Association (DPOA)

EXHIBIT 1

33. RECALL PAY AND STANDBY TIME COMPENSATION

A. Recall Pay: Employees are entitled to recall pay at time and one-half (1.5) rate if recalled to duty after reporting off duty and before their next tour of duty. A minimum of two (2) hours will be granted to a recalled member. Travel time, not to exceed one-half (1/2) hour each way shall be granted for travel to and from the duty station when the total time worked exceeds one (1) hour.

The recall rate shall not be paid when a member works continuously beyond his normal tour without first being relieved. The recall rate shall terminate as of the time that his next regular tour was scheduled to begin and he will not receive any travel time back to his residence.

Recall pay shall not be granted when:

1. A mobilization has been ordered;
2. Leave, furlough, bonus vacation days or compensatory time days have been canceled;
3. A member has been directed to appear in court;
4. A member is given notice of a change in shift starting time prior to his going off duty.

B. Standby Time Compensation: Standby time is defined as that time a member is scheduled to be available to work in case of emergency. The member is compensated for being required to be available to provide emergency services during a specified period of time.

Scheduling is determined by departmental procedures. If scheduled, a member can pursue personal activities, but when called must be able to promptly and effectively carry out their duties while designated to be on standby time.

All members scheduled pursuant to departmental standby procedures will be compensated at the following rate: one (1) hour of straight time earned for every eight (8) hours of standby time. For the one (1) hour of straight time the member shall have the option of pay or compensatory time.

The Standby Provision is effective January 1, 2016.

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34. SICK LEAVE

A. Sick Banks.

1. Current sick bank is designated as that sick time accumulated at the rate of one (1) day for every calendar month in which a member has been credited for not less than eighteen (18) paid time days, excluding overtime.
2. Current sick time bank shall accumulate without limitation, provided that, for Employees who on July 1st of any year have accumulated more than 400 hours of sick time (including both unused current sick time and unused seniority sick bank time), the Department at its discretion may pay out all or any portion of the Employees' accumulated sick time in excess of 400 hours. Such payments shall be in accordance with the following terms:
 - a. The Department will announce whether it has elected to pay out sick time under the terms of this Agreement up to one year in advance. For example, as soon as practicable after the effective date of this Agreement, the Department will announce whether it will elect to pay out sick time accrued as of July 1, 2015. As soon as practical after July 1, 2015, the Department will announce whether it will elect to pay out sick time accrued as of July 1, 2016, and so on.
 - b. At the time it makes such announcements, the Department will also announce the amount of sick time that it may buy out.
 - c. Any payments under this Section shall be made at 85% of the Employee's base rate of pay during the previous fiscal year. If the Department elects to make a payment under this provision, the payment shall be made on the first pay date after December 1, or earlier if agreed upon by both parties. For example, any payment made based upon sick time accrued as of July 1, 2015 shall be made on the first pay date after December 1, 2015, unless otherwise mutually agreed. Notwithstanding any other provision of this Agreement, an Employee may elect to have a payment made pursuant to this Section contributed into the Employee's Annuity Savings Account in lieu of a cash payment.
3. Employees shall no longer accumulate additional seniority sick bank time.

- B. Sick Time Credit. The term "sick time" shall be defined as absence due to illness or injury of the member, to exposure to a contagious disease and to the attendance upon immediate members of the family of the member of the Department living within his household, including husband, wife, children, father, mother, sister, brother and relatives living in the same household regardless of degree of relationship. The granting of sick time for attendance upon these relatives is not limited to any given number of days per fiscal

Detroit Police Officers Association (DPOA)
EXHIBIT 2

year; however, no more than three (3) days will be granted in one instance.

This sick time is granted to permit the member to make arrangements for care of the ill person so that he may return to duty. When it comes to the attention of the Department that a member is abusing sick leave, the Chief of Police may cause an investigation to be initiated. Such investigation may result in disciplinary action, consistent with this Agreement.

- C. Deductions from the Sick Bank. Sick banks, both current and seniority, are designed to provide for non-duty connected illness or disability. No deduction from either current or seniority sick banks shall be made for any sick time resulting from a service connected illness or disability which is certified by a physician designated by the Department.

Sick time shall be charged first to the current sick bank and secondly, to the seniority sick bank, in periods of not less than half-days.

No more than once per quarter, when a member starts his/her shift but is unable to finish the shift because of sickness, sick time will be deducted in the following manner: (I) If less than four (4) hours has been worked, the Employee will be charged half a sick day and credited with half a work day; or (II) If four (4) or more hours have been worked from the beginning of the shift, the Employee will be credited with a full work day.

During a period of illness, only that time which would be actual working time will be deducted from the sick bank. Illness or injury during furlough time may be changed to sick time in lieu of the member's furlough, provided such illness or injury during the furlough shall be reported forthwith to the member's commanding officer and to a physician designated by the Department. Such illness or injury will be verified by the physician designated by the Department. The unused portion of the member's furlough will be rescheduled and used immediately following recovery from the illness or injury which made the change necessary.

- D. Reporting Illness or Disability. When any member becomes sick, the officer in charge must be notified without delay and informed where the member is confined. If a member is hospitalized, the officer in charge shall be notified and will cause a physician designated by the Department to be notified, during the next regular office hours, of the nature of the illness and the hospital to which the member was admitted. Members unable to report for duty because of sickness shall have their duty station notified not less than one (1) hour before roll call daily, in order to remain in a sick status. An Employee calling in sick in accordance with this provision will not be allowed to work until his next scheduled tour of duty. Under normal circumstances, a physician designated by the Department will not make visits to an individual member's home. When attending a sick Officer, a physician designated by the Department shall issue him a notice stating the nature of the illness and whether or not the officer shall remain off duty. The notice must be turned in to the commanding officer when the member returns to duty.

Employees on extended sick leave (more than three (3) work days) are required to keep their commands informed of their incapacity and expected date of return. In this instance, the Employee shall not be required to call in daily as specified above. Employees on sick leave

Detroit Police Officers Association (DPOA)
EXHIBIT 2

of thirty (30) days or more may be ordered to obtain verification by a physician designated by the Department.

- E. Limited Duty. Officers placed on limited duty by a physician designated by the Department shall report immediately with their limited duty authorization slip to an appropriate command designated by the Chief of Police. Said command will determine an appropriate limited duty assignment and notify the member's commanding officer. Limited duty assignments are made by the Chief of Police under the authority granted by Article VII, Chapter VIII, Section VI, paragraph (4) of the City Charter and are subject to the limitations thereof.

An officer on limited duty normally shall not wear a uniform except under emergency conditions when ordered by his commanding officer. In such cases, however, the officer shall not leave the building or travel to and from work in uniform.

The number, location, and duration of restricted duty assignments, as well as whether a restricted duty assignment vacancy exists, shall be within the discretion of the Department.

The Department may give preference for restricted duty assignments to those Employees whose injury or illness is determined to have occurred in the line of duty over Employees whose injury or illness is determined to have occurred not in the line of duty. When the Department determines that the number of restricted duty Employees exceeds the available number of restricted duty assignments, in accordance with the limitations enumerated below, Employees having or seeking a restricted duty position for a non-duty related medical condition may be required to utilize sick time benefits. An Employee who is required to utilize sick time benefits by operation of this paragraph but who has no accumulated sick time will be allowed to use other accumulated time to cover the absence.

When an Employee having a non-duty related injury or illness is displaced from a restricted duty position, or when no restricted duty position is currently available, the Employee shall be placed on a waiting list for assignment to an available restricted duty position. Placement on this waiting list shall be by departmental seniority and placement in restricted duty positions shall be made in seniority order provided the Employee is able to perform the duties of the particular restricted duty position.

Notwithstanding the provisions of this Article, Employees on restricted duty for a non-duty related injury or illness and who are able to perform the duties of their regularly assigned job shall not be subject to being displaced by either an employee having a duty related injury or illness or by a more senior employee having a non-duty related injury or illness.

The Department shall maintain a continuous listing of those Employees who are restricted duty which shall indicate their duty assignment, seniority date, whether the status is for a duty or non-duty related reason, and other relevant data the parties may from time to time agree upon. The Department shall provide the Association with a copy of the list on any day that a change has been made.

Nothing in this Article shall affect the right of the Department under the Charter of the City of Detroit to refer Employees for duty or non-duty disability pensions.

- F. Determination of Sick or Disability Status. It is the responsibility of a physician

Detroit Police Officers Association (DPOA)
EXHIBIT 2

designated by the Department to determine whether the illness or injury of a member is duty incurred. When a member sustains an original injury in the performance of duty during his regular duty hours, and is unable to complete his tour of duty, he shall be carried disabled. At all other times, he shall be carried sick until a final determination is made by a physician designated by the Department. Under no circumstances shall the status of a member being carried sick or disabled be changed in the time book or other Department records without the written authorization of a physician designated by the Department. A physician designated by the Department shall authorize such change by preparing an inter-office memorandum. Employees are automatically assigned to Platoon Two while disabled.

- G. Report for Duty When Ordered. Any member reported fit for duty by a physician designated by the Department who does not report at the roll call indicated by the physician shall be considered absent without leave.
- H. Return to Duty. To assure proper health safeguards for Department personnel, members who are ordered off duty by a physician designated by the Department due to illness or injury, whether service connected or not, shall not be returned to active or limited duty assignments without being certified for such assignment by a physician designated by the Department.
- I. Illness or Injury Services. In non and/or post emergency cases, police personnel who have incurred a service connected illness or injury must obtain approval from a physician designated by the Department before securing any type of medical attention or treatment for the illness or injury, including x-rays and dental care. The Department will not be liable for costs so incurred unless prior approval is obtained.

Officers who are duty disabled or on limited duty shall report for physical examinations when directed by a physician designated by the Department. Furthermore as a condition for continuing disabled or limited duty status and the benefits thereof, the officers must submit to all reasonable examinations ordered by the Department. Failure to do so will lead to immediate termination of such status and benefits.

- J. Depletion of Sick Banks. If a member is unable to perform police duties when all his sick banks are exhausted, he shall be dropped from the payroll unless he is eligible for non-duty connected retirement benefits. A member exhausting his sick banks who has completed five (5) or more years of service and who is otherwise eligible for non-duty connected disability retirement, may be retired at his own request or at the request of the Chief of Police subject to the approval of the Retirement Board.

A member may apply for reinstatement within two (2) years of being removed from the payroll if he recovers sufficiently from his illness or injury to return to duty. He/She may be reinstated in the same status as when he/she left upon proper certification by a physician designated by the Department and appointment by the Chief of Police.

- K. Retirement and Death Sick Leave Payment. Immediately preceding the effective day of a member's retirement, exclusive of duty and non-duty disability retirement, or at the time of a member's death, he or his estate shall be entitled to pay for his unused accumulated

Detroit Police Officers Association (DPOA)
EXHIBIT 2

sick banks as follows:

An Employee shall receive full pay for eighty-five percent (85%) of the unused accumulated sick bank amounts.

If a member is granted a duty or non-duty disability retirement, he shall be entitled to a reimbursement of unused sick time according to the preceding formula, upon attaining his normal full duty retirement date and petitioning the Chief of Police for such reimbursement.

39. MISCELLANEOUS

- A. Relation to Regulations, etc. This Agreement shall supersede any rules, regulations, ordinances or resolutions inconsistent herewith.
- B. Savings Clause. If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- C. Service Weapon. All Employees shall be provided at no charge with their department-issued service weapon upon full service retirement. An Employee will have no more than thirty (30) days after separation to make such request to the Chief of Police. The Department may refuse to give Employees their weapon for good cause shown. Good cause will be established where an Employee has pending criminal charges or has been convicted of a crime, is subject to departmental investigations, or psychological restrictions. Employees who are involuntarily discharged will not receive a service weapon.
- D. Longevity Pay. There will be no longevity payments during the term of this Agreement.
- E. Direct Deposit. Members of the bargaining unit may participate in the direct deposit programs offered by the City.
- F. Lump Sum for Banked Time. Whenever an Employee leaves employment with the Department, such Employee will be paid for all banked time, other than sick time, at the prevailing rate of pay in effect at the time of separation. This includes, but is not limited to separation with a deferred vested pension or under a disability. DROP plan participants will only receive payout for banked time when they permanently retire, not when they enter the DROP plan. Payments will be paid within ninety (90) days if the amount is less than ten thousand dollars (\$10,000), and if in excess of ten thousand dollars (\$10,000), the amount will be made in semi-annual installments over a three (3) year period with the installments due on February 1 and August 1 with no interest due.
- G. Correction of Overpayments and Underpayments. Where by payroll error an Employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an Employee in writing fourteen (14) calendar days prior to making any payroll recovery. Each deduction by the City shall be substantiated in the records of the City and shall be identified as to the individual Employee.
- H. Civilianization. Positions within the Department that do not require Michigan Commission on Law Enforcement Standards (M.C.O.L.E.S.) certification are subject to civilianization at any time. Any reductions in force (lay-offs) resulting from civilianization will comply with Article 10.I. (Seniority - Lay-off and Recall).

Detroit Police Officers Association (DPOA)
EXHIBIT 3

- I. **Ammunition.** All members shall be provided with limited penetration, full expansion rounds to be carried on or off duty. Members shall also be allowed to purchase (at their own expense) and carry other Department approved limited penetration, full expansion rounds.
- J. **Canine.** With respect to any assignment made to Canine (K-9), the City may, at its discretion, direct the member on said assignment to return all departmental dogs under the age of five (5) and all departmental equipment to the department at such time as that member is no longer assigned to Canine.
- K. **Care of Departmental Dogs.** Employees will be paid at a rate of time and one-half for the actual off-duty time spent caring for Department dogs, provided such work is authorized. Employees may expend a maximum of forty (40) minutes per day caring for Department dogs; provided, however, that Employees may expend additional time per day with the prior approval of their supervisor. Employees caring for more than one Department dog shall receive an additional fifteen (15) minutes per day, per dog. The Department retains the discretion to determine whether time spent in excess of the above is necessary and whether it shall be performed while the member is on duty or off duty. Employees shall maintain a record, on a form to be established by the Department, of the time spent in the performance of these duties, and submit the form to the Administrative Sergeant on a bi-weekly basis. This time shall be reported on the bi-weekly Time and Attendance Report as kind-of-time 66.
- L. **Tuition Reimbursement:** The City agrees to provide tuition reimbursement up to a maximum of \$2,000 per fiscal year to cover classes necessary in securing an Associate's, Bachelor's, Master's, Law or Doctorate Degree. The following criteria must be met to be eligible for reimbursement:
 - 1. Member must have successfully completed one (1) year of continuous service after successful completion of the Police Academy.
 - 2. Each course must be taken through an accredited college or university
 - 3. Each course must grant college level credits.
 - 4. Each member must receive at least a "C" grade in the course or in "pass/fail" courses a member must receive a "pass" grade.
 - 5. Proof of enrollment, tuition payment and course completion is required to receive tuition reimbursement.
 - 6. Tuition will be reimbursed for course work that is directly job-related or expands the member's overall job skills.

Detroit Police Officers Association (DPOA)
EXHIBIT 3

- M. Employee Referral Incentive: A member shall receive \$250 for every individual referred and hired into uniformed and essential DPD positions as identified by the Director of Police Personnel, in conjunction with the Chief of Police.

Detroit Police Officers Association (DPOA)
Exhibit 4

40. WAGES

A. Wages September , 2014 through June 30, 2020 Base Salary:

- Starting salary for Police Officers will increase to \$36,000 effective January 1, 2016.
- Five year Police Officer 4% wage increase effective January 1, 2016.
- Incremental steps increased accordingly to reflect new starting salary and five year Police Officer effective January 1, 2016.
- 2.5% wage increase effective July 1, 2016.
- 2.5% wage increase effective July 1, 2017.
- 2.5% wage increase effective July 1, 2018.
- 3% wage increase effective July 1, 2019.

B. Wage Scale. Employees' wages during the term of this Agreement are set forth in the attached Official Compensation Schedule. The Official Compensation Schedule will be revised to reflect the adjusted wage increases as referenced in this article.

C. Education Salary Incentive: Beginning January 2016, any members covered by this Agreement who has attained at least two (2) years of college credit from an accredited college or university shall receive a 2% wage increase of their base salary upon submission of certified transcripts. The 2% education incentive will be calculated after the January 2016 wage increase is implemented.

D. Differential. Salaries for the following classifications will be maintained at the dollar differentials indicated for the term of this Agreement.

1. Communications Officer - Police Officer (Class Code 33-12-11)
 - Start \$450 over starting salary of Police Officer
 - After one year \$450 over salary of one-year Police Officer
 - After two years \$450 over salary of two-year Police Officer
 - After three years \$450 over salary of three-year Police Officer
 - After four years \$450 over salary of four-year Police Officer
 - After five years \$450 over salary of five-year Police Officer
2. Band Director - Police Officer (Class Code 33-12-14)
 - \$821 over maximum of salary of Police Officer

Detroit Police Officers Association (DPOA)
Exhibit 4

3. Assistant Supervisor of Motor Vehicles - Police Officer (Class Code 33-12-15)
\$862 over maximum salary of Police Officer
4. Police Data Processing Programmer - Police Officer (Class Code 33-2-26)
Minimum: \$589 over maximum salary of Police Officer
Maximum: \$1,738 over maximum salary of a Police Officer
5. Radio Maintenance Officer - Police Officer (Class Code 33-12-12)
\$862 over maximum salary of a Police Officer
6. Radio Systems and Planning Officer - Police Officer (Class Code 33-12-13)
\$1,567 over maximum salary of a Police Officer
7. Senior Police Data Processing Programmer - Police Officer (Class Code 33-12-36)
Police Lieutenant Salary
8. Neighborhood Police Officer (Class Code _ _ _)
\$1,198 over maximum salary of a Police Officer
9. Police Detective Trainee (Class Code _ _ _)
\$1,198 over maximum salary of a Police Officer
10. Police Corporal (Class Code _ _ _)
Start \$1,198 over maximum salary of a Police Officer
When engaged in field \$2,396 over maximum salary of a Police Officer
Training operations

Qualifications incentives: Notwithstanding anything to the contrary herein, qualifications incentives are not included in the wage differential language.

Detroit Police Officers Association (DPOA)
EXHIBIT 5

44. DURATION

This Agreement shall be effective and binding on the Union and the City as of October 1, 2014, and shall continue in full force and effect through June 30, 2020 (the "Term"). This Agreement, including the Term, shall be incorporated into and become a part of both the plan of adjustment and order confirming the plan of adjustment, and the Agreement shall be subject to the post-confirmation ongoing jurisdiction of the Bankruptcy Court for the full Term, including without limitation, whatever jurisdiction the Bankruptcy Court's retains to enforce the Term. This Agreement, including specifically, the Term, shall be duly authorized and approved by and consented to by the Governor, the Treasurer and the Emergency Manager, with these consents reflected by duly authorized signatures.

If either party desires to modify this Agreement, it may give written notice to the other party during the month of March 2020.

In the event that the Department and the Association fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2020, this Agreement will remain in effect on a day-to-day basis. Either party may terminate this Agreement by giving the other party a ten (10) day written notice on or after June 30, 2020.

EXHIBIT 8: CET CLAIM DOCKET SHEETS

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REGISTER OF ACTIONS

[CASE No. 12-010859-CL](#)

RELATED CASE INFORMATION

Related Cases

13-004974-CL (Prior Action)

PARTY INFORMATION

Defendant	City of Detroit	Lead Attorneys Andrew Richard Jarvis <i>Retained</i> (313) 806-1858(W)
Intervening Party	Bing, Dave	John H. Willems <i>Retained</i> (313) 963-6420(W)
Intervening Party	Detroit Casino Partnership	Herbert A. Sanders <i>Retained</i> (313) 962-0099(W)
Intervening Party	Dillon, Andrew	Michael F. Murphy <i>Retained</i> (517) 335-3055(W)
Intervening Party	Michigan Black Chamber of Commerce	Tonya Myers Phillips <i>Retained</i> (313) 964-4130(W)
Intervening Party	Schuette, William	Michael F. Murphy <i>Retained</i> (517) 335-3055(W)
Plaintiff	Detroit Police Officers Association	Donato S. Iorio <i>Retained</i> (419) 537-1954(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

08/15/2012 [Service Review Scheduled](#)
 08/15/2012 [Status Conference Scheduled](#)
 08/15/2012 [Case Filing Fee - Paid](#)
 08/15/2012 [Complaint, Filed](#)
 08/16/2012 [Miscellaneous Motion, Filed](#)
 08/16/2012 [Miscellaneous Pleadings, Filed](#)
 08/16/2012 [Proof of Service, Filed](#)
 08/16/2012 [Order to Show Cause, Signed and Filed](#) (Judicial Officer: Murphy, John A.)
 08/21/2012 [Motion to Intervene, Filed](#)
 08/21/2012 [Notice of Hearing, Filed](#)
 08/21/2012 [Answer to Motion, Filed](#)
 08/21/2012 [Notice of Appearance, Filed](#)
 08/21/2012 [Brief in Opposition to Motion, Filed](#)
 08/22/2012 [Motion to Intervene, Filed](#)
 08/22/2012 [Proof of Service, Filed](#)
 08/22/2012 [Notice of Hearing, Filed](#)
 08/23/2012 [Brief in Opposition to Motion, Filed](#)
 08/24/2012 [Reply to Brief, Filed](#)
 08/24/2012 [Proof of Service, Filed](#)
 08/27/2012 [Order to Show Cause, Signed and Filed](#)
 08/28/2012 [Motion To/For Show Cause, Filed](#)
 08/28/2012 [Proof of Mailing, Filed](#)
 08/29/2012 [Order to Show Cause, Signed and Filed](#)
 08/29/2012 [Certificate of Mailing](#)
 08/29/2012 [Reply to Brief, Filed](#)
 08/29/2012 [Certificate of Mailing](#)
 08/29/2012 [Affidavit, Filed](#)
 08/29/2012 [Motion to Grant Leave, Filed](#)
 08/29/2012 [Appearance of Attorney, Filed](#)

08/30/2012 **Show Cause Hearing** (10:00 AM) (Judicial Officer Macdonald, Kathleen)
 08/22/2012 *Reset by Court to 08/22/2012*
 08/22/2012 *Reset by Court to 08/24/2012*
 08/24/2012 *Reset by Court to 08/30/2012*
 Result: Held
 08/30/2012 [Affidavit, Filed](#)
 08/30/2012 [Motion to Grant Leave, Filed](#)
 08/30/2012 [Proof of Mailing, Filed](#)
 08/30/2012 [Reply to Brief, Filed](#)
 08/30/2012 [Proof of Service, Filed](#)
 08/30/2012 [Miscellaneous Pleadings, Filed](#)
 08/30/2012 **Closed - Case Dismissed, Order to Follow** (Judicial Officer: Macdonald, Kathleen)
 09/05/2012 [Motion for Stay of Proceedings, Filed](#)
 09/05/2012 [Certificate of Mailing](#)
 09/06/2012 [Proof of Service, Filed](#)
 09/06/2012 [Proof of Service, Filed](#)
 09/06/2012 [Brief in Opposition to Motion, Filed](#)
 09/07/2012 [Answer to Motion, Filed](#)
 09/10/2012 **Motion Received for Scheduling** (Judicial Officer: Macdonald, Kathleen)
 09/12/2012 [Miscellaneous Motion, Filed](#)
 09/12/2012 [Proof of Service, Filed](#)
 09/12/2012 [Reply to Brief, Filed](#)
 09/12/2012 [Proof of Service, Filed](#)
 09/12/2012 [Answer to Motion, Filed](#)
 09/17/2012 [Motion to Grant Leave, Filed](#)
 09/17/2012 [Proof of Service, Filed](#)
 09/17/2012 [Brief in Support of Motion, Filed](#)
 09/17/2012 [Proof of Service, Filed](#)
 09/17/2012 [Brief in Opposition to Motion, Filed](#)
 09/17/2012 **Motion Transcript Ordered**
 09/17/2012 **Steno Certificate, Filed**
 09/18/2012 **Motion Hearing** (10:00 AM) (Judicial Officer Macdonald, Kathleen)
 Result: Held
 09/18/2012 [Order Granting Motion, Signed and Filed](#)
 09/18/2012 [Final - Order of Dismissal, Signed and Filed](#)
 09/18/2012 [Proof of Service, Filed](#)
 09/19/2012 [Order Denying Motion, Signed and Filed](#)
 09/20/2012 [Claim of Appeal, Filed](#)
 09/20/2012 [Certificate, Filed](#)
 09/26/2012 **Motion Transcript Ordered**
 09/26/2012 **Steno Certificate, Filed**
 10/03/2012 [Service of Complaint, filed](#)
 10/03/2012 [Service of Complaint, filed](#)
 10/03/2012 [Return of Service, Filed](#)
 10/04/2012 [Notice of Appearance, Filed](#)
 10/04/2012 [Notice of Withdrawal of Counsel, Filed](#)
 11/13/2012 [Miscellaneous Request, Filed](#)
 11/13/2012 [Proof of Service, Filed](#)
 11/14/2012 **CANCELED Status Conference** (8:15 AM) (Judicial Officer Macdonald, Kathleen)
 Case Disposed/Order Previously Entered
 11/26/2012 **File Sent**
 01/15/2013 **Transcript, Filed**
 08/02/2013 **Higher Court Order/Decision Received by Circuit Court**
 11/07/2013 **Circuit Court Case File Received**
 12/17/2014 **Higher Court Order/Decision Received by Circuit Court**
 12/17/2014 **Higher Court Order/Decision Received by Circuit Court**

Home → Cases, Opinions & Orders →

Case Search

Case Docket Number Search Results - 312439

Appellate Docket Sheet

COA Case Number: 312439

DETROIT POLICE OFFICERS ASSOCIATION V CITY OF DETROIT

1	DETROIT POLICE OFFICERS ASSN Oral Argument: Y Timely: Y	PL-AT	RET	(57423) IORIO DONATO
2	DETROIT CITY OF Oral Argument: Y Timely: N	DF-AE	CTY	(73105) MCFARLANE JASON
3	DETROIT MAYOR OF Oral Argument: Y Timely: Y	ID-AE	RET	(31861) WILLEMS JOHN H
4	ATTORNEY GENERAL Oral Argument: Y Timely: Y	ID-AE	AG	(53847) BOOTH JOSHUA O
5	TREASURER	ID-AE	SAM	

COA Status: Case Concluded; File Archived

Case Flags: Closed due to Bankruptcy Stay

Consolidations:

315299 DETROIT POLICE OFFICERS ASSOCIATION V CITY OF DETROIT (Case Concluded; File Archived)

- 09/19/2012 1 Claim of Appeal - Civil
 Proof of Service Date: 09/19/2012
 Jurisdictional Checklist: Y
 Register of Actions: Y
 Fee Code: EPAY
 Attorney: 57423 - IORIO DONATO
- 09/18/2012 2 Order Appealed From
 From: WAYNE CIRCUIT COURT
 Case Number: 12-010859-CL
 Trial Court Judge: 38029 MACDONALD KATHLEEN I
 Nature of Case:
 Dismissal
- 09/18/2012 3 Notice Of Filing Transcript
 Date: 09/18/2012
 Timely: Y
 Reporter: 5493 - BEARD SHELEE D
 Filed By Attorney: 57423 - IORIO DONATO
 Hearings:
 08/30/2012
 Comments: NFT, steno cert and trans order filed at once
- 09/21/2012 4 Correspondence Received
 Date: 09/21/2012
 For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
 Attorney: 57423 - IORIO DONATO
 Comments: Statement from PL-AT atty indicating that the transcript was filed 9/18/12

09/28/2012 5 Motion: Stay
Proof of Service Date: 09/28/2012
Filed By Attorney: 57423 - IORIO DONATO
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Fee Code: EPAY
Immediate Consideration: Y
Answer Due: 10/12/2012
Comments: Mtn to stay order appealed or for injunction and motion for immediate consideration

09/28/2012 25 Steno Certificate - Tr Request Received
Date: 09/26/2012
Timely: Y
Reporter: 5493 - BEARD SHELEE D
Hearings:
09/18/2012 motion for stay hearing

10/01/2012 6 Defective Filing Letter
Event: 5
Defect:
Other - Cured

10/01/2012 7 Telephone Contact
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Attorney: 57423 - IORIO DONATO
Comments: Lft vmail re mtn for stay defective for no transcript, must file trans or motion to waive req'mnt

10/01/2012 8 Telephone Contact
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Attorney: 57423 - IORIO DONATO
Comments: Christine Riordan advises will check if trans availbl yet; if not, will file mtn waive req'mnts

10/01/2012 9 Telephone Contact
For Party: 2 DETROIT CITY OF DF-AE
Attorney: 59191 - JARVIS ANDREW R
Comments: Lft vmail re request answer to mtn for stay by end of day 10/3/12

10/01/2012 10 Telephone Contact
For Party: 3 DETROIT MAYOR OF ID-AE
Attorney: 31861 - WILLEMS JOHN H
Comments: Left vmail re request answer to mtn for stay by 10/3/12

10/01/2012 11 Telephone Contact
For Party: 4 ATTORNEY GENERAL ID-AE
Attorney: 29213 - MURPHY MICHAEL F
Comments: Advised Murphy that COA requests answer to mtn for stay by end of day 10/3/12

10/01/2012 12 Telephone Contact
For Party: 3 DETROIT MAYOR OF ID-AE
Attorney: 31861 - WILLEMS JOHN H
Comments: Atty will file answer as soon as possible on Thurs 10/4/12

10/01/2012 13 Appearance - Appellee
Date: 10/01/2012
For Party: 4 ATTORNEY GENERAL ID-AE
Attorney: 29213 - MURPHY MICHAEL F

10/01/2012 14 Motion: Waive MCR 7.209 re Transcript and/or Order
Proof of Service Date: 10/01/2012
Filed By Attorney: 57423 - IORIO DONATO
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Fee Code: EPAY

Answer Due: 10/08/2012
Comments: Waive transcript requirement for motion for stay filed 9/28/12

10/01/2012 20 Transcript Requested By Atty Or Party
Date: 09/26/2012
Timely: Y
Reporter: 5493 - BEARD SHELEE D
Hearings:
09/18/2012

10/02/2012 15 Defect Cured
Event: 5
P/S Date: 10/01/2012
Defect:
Other - Cured

10/03/2012 16 Answer - Motion
Proof of Service Date: 10/03/2012
Event No: 5 Stay
For Party: 4 ATTORNEY GENERAL ID-AE
Filed By Attorney: 29213 - MURPHY MICHAEL F

10/03/2012 18 Telephone Contact
For Party: 2 DETROIT CITY OF DF-AE
Attorney: 59191 - JARVIS ANDREW R
Comments: Atty Jason McFarlane re: will be handling appeal for City, will file apprnc and ansr to stay asap

10/04/2012 17 Submitted on Special Motion Docket
Event: 5 Stay
Event: 14 Waive MCR 7.209 re Transcript and/or Order
District: D
Item #: 1

10/04/2012 19 Telephone Contact
For Party: 2 DETROIT CITY OF DF-AE
Attorney: 59191 - JARVIS ANDREW R
Comments: Lft vmail for atty McFarlane re status of answer to mtn for stay

10/04/2012 21 Appearance - Appellee
Date: 10/04/2012
For Party: 2 DETROIT CITY OF DF-AE
Attorney: 59191 - JARVIS ANDREW R
Comments: Appearance of Jason McFarlane for City of Detroit, withdrawal of Andrew Jarvis

10/04/2012 22 Answer - Motion
Proof of Service Date: 10/04/2012
Event No: 5 Stay
For Party: 2 DETROIT CITY OF DF-AE
Filed By Attorney: 73105 - MCFARLANE JASON

10/04/2012 24 Answer - Motion
Proof of Service Date: 10/04/2012
Event No: 5 Stay
For Party: 3 DETROIT MAYOR OF ID-AE
Filed By Attorney: 31861 - WILLEMS JOHN H
Comments: E-filed appendices printed 4 per page/2-sided due to volume of documents

10/05/2012 26 Order: Stay - Deny
View document in PDF format
Event: 5 Stay
Event: 14 Waive MCR 7.209 re Transcript and/or Order

Panel: KFH,MJT,KTW
Immediate Consideration Granted
Attorney: 57423 - IORIO DONATO
Comments: Mtn to waive req'mts of MCR 7.209 granted

10/05/2012 27 Verbal Order to Parties-Phone

10/05/2012 28 Docketing Statement MCR 7.204H
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Proof of Service Date: 10/05/2012
Filed By Attorney: 57423 - IORIO DONATO

10/05/2012 29 Steno Certificate - Tr Request Received
Date: 09/26/2012
Timely: Y
Reporter: 5493 - BEARD SHELEE D
Hearings:
09/18/2012

10/05/2012 30 Proof of Service - Record on Appeal
Date: 10/05/2012
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Attorney: 57423 - IORIO DONATO

10/10/2012 31 Proof of Service - Generic
Date: 10/04/2012
For Party: 2 DETROIT CITY OF DF-AE
Attorney: 73105 - MCFARLANE JASON
Comments: Crrctd POS for Dcmnts Fld 10/4/12 (Evs 21 & 22)

11/02/2012 32 Motion: Motion
Proof of Service Date: 11/02/2012
Filed By Attorney: 57423 - IORIO DONATO
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Answer Due: 11/09/2012
Comments: Motion to Amend the Appellate Court Record Pursuant to 7.216(A)(4) & Memorandum in Support

11/09/2012 34 Motion: Extend Time - Appellant
Proof of Service Date: 11/09/2012
Filed By Attorney: 57423 - IORIO DONATO
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Requested Extension: 12/26/2012
Answer Due: 11/16/2012

11/13/2012 33 Submitted on Motion Docket
Event: 32 Motion
District: D
Item #: 10

11/13/2012 35 Answer - Motion
Proof of Service Date: 11/12/2012
Event No: 32 Motion
For Party: 3 DETROIT MAYOR OF ID-AE
Filed By Attorney: 31861 - WILLEMS JOHN H
Comments: Late answer forwarded to motion panel, filed date is 11/13/12 b/c rec'd on 11/12/12 when COA closed

11/13/2012 36 Answer - Motion
Proof of Service Date: 11/13/2012
Event No: 32 Motion
For Party: 2 DETROIT CITY OF DF-AE
Filed By Attorney: 73105 - MCFARLANE JASON
Comments: Late answer forwarded to motion panel

- 11/13/2012 37 Motion: Peremptory Reversal Proof of Service Date: 11/13/2012
Filed By Attorney: 57423 - IORIO DONATO
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Immediate Consideration: Y
Answer Due: 12/18/2012
Comments: e-service and hard copies by next day air
- 11/13/2012 38 Record Request
Mail Date: 11/16/2012
- 11/14/2012 39 Telephone Contact
For Party: 2 DETROIT CITY OF DF-AE
Attorney: 73105 - MCFARLANE JASON
Comments: Left vmail re confirm receipt of mtn for p.r., COA requests answer by 11/26/12
- 11/14/2012 40 Telephone Contact
For Party: 3 DETROIT MAYOR OF ID-AE
Attorney: 31861 - WILLEMS JOHN H
Comments: Atty Willems confirms receipt of mtn for p.r., will file answer by 11/26/12
- 11/14/2012 41 Telephone Contact
For Party: 4 ATTORNEY GENERAL ID-AE
Attorney: 29213 - MURPHY MICHAEL F
Comments: Left vmail re: confirm receipt of mtn for p.r., COA requests answer by 11/26/12
- 11/15/2012 42 Telephone Contact
For Party: 2 DETROIT CITY OF DF-AE
Attorney: 73105 - MCFARLANE JASON
Comments: Atty McFarlane confirms receipt of motion for p.r.; will file answer by 11/26/12
- 11/16/2012 43 Order: Deny - Generic
View document in PDF format
Event: 32 Motion
Panel: KFK,CMM,MJR
Attorney: 57423 - IORIO DONATO
Comments: The Motion to Amend the Appellate Court Record Pursuant to MCR 7.216(A)(4) is DENIED
- 11/20/2012 44 Email Contact
Comments: To margaret schmidt w/cir to expedite appeal
- 11/20/2012 45 Motion: Motion
Proof of Service Date: 11/20/2012
Filed By Attorney: 57423 - IORIO DONATO
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Fee Code: EPAY
Answer Due: 11/27/2012
Comments: to supplement brief in support of peremptory reversal with new case authority; brf attached to mot
- 11/20/2012 52 Brief: Supplemental Brief - AT
Proof of Service Date: 11/20/2012
Filed By Attorney: 57423 - IORIO DONATO
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Comments: Allowed per order of 11/28/12
- 11/26/2012 46 Answer - Motion
Proof of Service Date: 11/26/2012
Event No: 37 Peremptory Reversal
For Party: 3 DETROIT MAYOR OF ID-AE
Filed By Attorney: 31861 - WILLEMS JOHN H
- 11/26/2012 49 Answer - Motion
Proof of Service Date: 11/26/2012

Event No: 37 Peremptory Reversal
For Party: 2 DETROIT CITY OF DF-AE
Filed By Attorney: 73105 - MCFARLANE JASON

11/26/2012 50 Answer - Motion
Proof of Service Date: 11/26/2012
Event No: 37 Peremptory Reversal
For Party: 4 ATTORNEY GENERAL ID-AE
Filed By Attorney: 29213 - MURPHY MICHAEL F

11/27/2012 47 Submitted on Motion Docket
Event: 37 Peremptory Reversal
Event: 45 Motion
District: D
Item #: 7

11/27/2012 48 Record Filed
Comments: files(2);tr(8/30/12)

11/28/2012 51 Order: Peremptory Reversal - Deny
View document in PDF format
Event: 37 Peremptory Reversal
Event: 45 Motion
Panel: KFK,CMM,MJR
Immediate Consideration Granted
Attorney: 57423 - IORIO DONATO
Comments: Grnt & accept filing of supplemental brf; responsive bf may be filed 12/12/12

12/04/2012 53 Submitted on Administrative Motion Docket
Event: 34 Extend Time - Appellant
District: D

12/05/2012 54 Order: Extend Time - Appellant Brief - Grant
View document in PDF format
Event: 34 Extend Time - Appellant
Panel: ELG
Attorney: 57423 - IORIO DONATO
Extension Date: 12/26/2012

12/21/2012 55 Telephone Contact
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Attorney: 57423 - IORIO DONATO
Comments: Called back C. Riordan to confirm that AT brief extension runs to end of day 12/26/12

12/26/2012 56 Brief: Appellant
Proof of Service Date: 12/26/2012
Oral Argument Requested: Y
Timely Filed: Y
Filed By Attorney: 57423 - IORIO DONATO
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Comments: Timely by Order in Event 54

01/09/2013 57 Notice Of Filing Transcript
Date: 01/08/2013
Timely: Y
Reporter: 5493 - BEARD SHELEE D
Hearings:
09/18/2012 Motion Hrng

01/30/2013 58 Brief: Appellee(Multiple)
Proof of Service Date: 01/30/2013

Oral Argument Requested: Y
Timely Filed: Y
Filed By Attorney: 53847 - BOOTH JOSHUA O
For Party: 4 ATTORNEY GENERAL ID-AE

01/30/2013 61 Brief: Appellee
Proof of Service Date: 01/30/2013
Oral Argument Requested: Y
Timely Filed: Y
Filed By Attorney: 31861 - WILLEMS JOHN H
For Party: 3 DETROIT MAYOR OF ID-AE

01/31/2013 59 Noticed
Record: FILED
Mail Date: 02/01/2013

01/31/2013 62 Brief: Appellee
Proof of Service Date: 01/31/2013
Oral Argument Requested: Y
Timely Filed: N
Filed By Attorney: 73105 - MCFARLANE JASON
For Party: 2 DETROIT CITY OF DF-AE
Comments: Standard of review is acceptable per Jerry Zimmer

02/01/2013 63 Oral Arg Advise Ltr Sent
Attorney: 73105 - MCFARLANE JASON

02/08/2013 64 Proof of Service - Generic
Date: 12/26/2012
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Attorney: 57423 - IORIO DONATO
Comments: Correction to 12/26/12 proof of service

02/11/2013 65 Proof of Service - Generic
Date: 02/11/2013
For Party: 2 DETROIT CITY OF DF-AE
Attorney: 73105 - MCFARLANE JASON
Comments: Service of City of Detroit appe's brf - amended as to correct service date

02/11/2013 66 Proof of Service - Generic
Date: 01/31/2013
For Party: 2 DETROIT CITY OF DF-AE
Attorney: 73105 - MCFARLANE JASON
Comments: Service of City of Detroit appe's brf - 2nd amended p/s as to correct service date

02/20/2013 67 Brief: Reply
Proof of Service Date: 02/20/2013
Filed By Attorney: 57423 - IORIO DONATO
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Comments: Reply to City of Detroit

02/20/2013 68 Proof of Service - Generic
Date: 02/20/2013
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
Attorney: 57423 - IORIO DONATO
Comments: Service of reply brf to City of Detroit

02/20/2013 69 Brief: Reply
Proof of Service Date: 02/20/2013
Filed By Attorney: 57423 - IORIO DONATO
For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT

Comments: Reply to Detroit Mayor

02/20/2013 70 Proof of Service - Generic
 Date: 02/20/2013
 For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
 Attorney: 57423 - IORIO DONATO
 Comments: Service of reply brf to Detroit Mayor

02/20/2013 71 Brief: Reply
 Proof of Service Date: 02/20/2013
 Filed By Attorney: 57423 - IORIO DONATO
 For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
 Comments: Reply to Attorney General

02/20/2013 72 Proof of Service - Generic
 Date: 02/20/2013
 For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
 Attorney: 57423 - IORIO DONATO
 Comments: Service of reply brf to Attorney General

05/10/2013 73 Correspondence Received
 Date: 05/07/2013
 Comments: Law firm Leonard & Kruse request ccs in event #56, 58, 61,62,& 69 & 71

05/29/2013 74 Miscellaneous Receipt
 Date: 05/29/2013
 Check #: 7210
 Fee: \$111.50
 Receipt #: 3124391
 Comments: CCs for events 56, 58, 61, 62, 69 & 71

07/08/2013 75 Motion: Consolidate
 Proof of Service Date: 07/08/2013
 Filed By Attorney: 53847 - BOOTH JOSHUA O
 For Party: 4 ATTORNEY GENERAL ID-AE
 Fee Code: EPAY
 Answer Due: 07/15/2013
 Comments: with case #315299

07/09/2013 76 Defective Filing Letter
 Event: 75
 Defect:
 Signature - Cured

07/09/2013 77 Telephone Contact
 For Party: 4 ATTORNEY GENERAL ID-AE
 Attorney: 53847 - BOOTH JOSHUA O
 Comments: Request signature page for motion to consolidate

07/09/2013 78 Other
 Date: 07/09/2013
 For Party: 4 ATTORNEY GENERAL ID-AE
 Attorney: 53847 - BOOTH JOSHUA O
 Comments: Appe's signature pg for motion to consolidate

07/09/2013 79 Defect Cured
 Event: 75
 P/S Date: 07/09/2013
 Defect:
 Signature - Cured

07/12/2013 80 Answer - Motion

Proof of Service Date: 07/12/2013
 Event No: 75 Consolidate
 For Party: 1 DETROIT POLICE OFFICERS ASSN PL-AT
 Filed By Attorney: 57423 - IORIO DONATO

07/16/2013 81 Submitted on Administrative Motion Docket
 Event: 75 Consolidate
 District: D
 Item #: 7

07/17/2013 82 Order: Consolidate - Grant
 View document in PDF format
 Event: 75 Consolidate
 Panel: ELG
 Comments: Consl: 312439,315299

07/25/2013 83 Bankruptcy - Notice
 Date: 07/25/2013
 For Party: 2 DETROIT CITY OF DF-AE
 Attorney: 73105 - MCFARLANE JASON

07/31/2013 84 Correspondence Received
 Date: 07/31/2013
 For Party: 3 DETROIT MAYOR OF ID-AE
 Attorney: 31861 - WILLEMS JOHN H
 Comments: Bankruptcy status - appes' brfs in #315299 due 8/9/13

08/01/2013 85 Submitted on Administrative Motion Docket
 District: D

08/02/2013 86 Order: Case Closed - Bankruptcy Stay - Subject to Reopen
 View document in PDF format
 Event: 85 Submitted on Administrative Motion Docket
 Panel: ELG
 Attorney: 73105 - MCFARLANE JASON

11/06/2013 88 Record Returned
 Comments: files(2);tr-wayne circuit court

11/07/2013 89 File Closed-Out
 File Location: F

12/10/2014 90 Stips: Dismiss Appeal
 Filed By Attorney: 57423 - IORIO DONATO

12/16/2014 91 Submitted on Administrative Motion Docket
 District: D

12/17/2014 92 Order: Reopen - Administrative
 View document in PDF format
 Event: 91 Submitted on Administrative Motion Docket
 Panel: ELG
 Comments: The parties having filed a stip to dismiss-Clrk directed to enter an order of dismissal-MCR 7.218(B)

12/17/2014 93 Order: Dismissal - Stip - Appeal
 View document in PDF format
 Attorney: 57423 - IORIO DONATO

01/09/2015 95 File Closed-Out
 File Location: F

Case Listing Complete

Home → Cases, Opinions & Orders →

Case Search

Case Docket Number Search Results - 315299

Appellate Docket Sheet

COA Case Number: 315299

DETROIT POLICE OFFICERS ASSOCIATION V CITY OF DETROIT

1	DETROIT POLICE OFFICERS ASSOCIATION Oral Argument: Y Timely: Y	PL-AT	RET	(58741) IORIO FILLIPE S
2	DETROIT CITY OF	DF-AE	CTY	(73105) MCFARLANE JASON
3	DETROIT CITY COUNCIL	DF-AE	SAM	
4	DETROIT MAYOR OF	DF-AE	RET	(31861) WILLEMS JOHN H
5	DETROIT DEPUTY MAYOR OF	DF-AE	SAM	
6	DETROIT CHIEF OF POLICE	DF-AE	SAM	
7	STATE TREASURER	DF-AE	AG	(29213) MURPHY MICHAEL F
8	FINANCIAL REVIEW TEAM FOR CITY OF DETROIT	DF-AE	SAM	
9	MICHIGAN STATE OF	DF-AE	SAM	
10	GOVERNOR	DF-AE	SAM	

COA Status: Case Concluded; File Archived

Case Flags: Closed due to Bankruptcy Stay

Consolidations:

312439 DETROIT POLICE OFFICERS ASSOCIATION V CITY OF DETROIT (Case Concluded; File Archived)

03/15/2013 1 Claim of Appeal - Civil
 Proof of Service Date: 03/15/2013
 Check #: 7270
 Fee: \$375.00
 Receipt #: 3152991
 Receipt Mailed: 03/25/2013
 Jurisdictional Checklist: Y
 Register of Actions: Y
 Attorney: 58741 - IORIO FILLIPE S

02/28/2013 2 Order Appealed From
 From: COURT OF CLAIMS
 Case Number: 12-000080-MK
 Trial Court Judge: 36650 JAMO JAMES S
 Nature of Case:
 Dismissal
 Declaratory Judgment Denied

03/15/2013 5 Transcript Complete Per Parties
 Date: 03/15/2013
 Timely: Y

Filed By Attorney: 58741 - IORIO FILLIPE S

03/15/2013 6 Notice Of Filing Transcript
 Date: 03/14/2013
 Timely: Y
 Reporter: 4629 - DEXTER MELINDA I
 Hearings:
 02/20/2013

03/15/2013 7 Transcript Filed By Party
 Date: 03/15/2013
 Filed By Attorney: 58741 - IORIO FILLIPE S
 Hearings:
 02/20/2013

03/22/2013 8 Appearance - Appellee
 Date: 03/22/2013
 For Party: 7 STATE TREASURER DF-AE
 Attorney: 29213 - MURPHY MICHAEL F

03/26/2013 9 Appearance - Appellee
 Date: 03/26/2013
 For Party: 4 DETROIT MAYOR OF DF-AE
 Attorney: 31861 - WILLEMS JOHN H

04/05/2013 10 Appellee Appearance Letter Sent CI-124

04/11/2013 11 Appearance - Appellee
 Date: 04/09/2013
 For Party: 2 DETROIT CITY OF DF-AE
 Attorney: 73105 - MCFARLANE JASON

04/11/2013 12 Docketing Statement MCR 7.204H
 For Party: 1 DETROIT POLICE OFFICERS ASSOCIATION PL-AT
 Proof of Service Date: 04/11/2013
 Filed By Attorney: 58741 - IORIO FILLIPE S

05/07/2013 13 Miscellaneous Receipt
 Date: 05/07/2013
 Fee: \$1.00
 Receipt #: 3152992

05/07/2013 14 Stips: Extend Time - AT Brief
 Extend Until: 06/07/2013
 Filed By Attorney: 58741 - IORIO FILLIPE S
 For Party: 1 DETROIT POLICE OFFICERS ASSOCIATION PL-AT
 P/S Date: 05/07/2013

06/07/2013 15 Brief: Appellant
 Proof of Service Date: 06/07/2013
 Oral Argument Requested: Y
 Timely Filed: Y
 Filed By Attorney: 58741 - IORIO FILLIPE S
 For Party: 1 DETROIT POLICE OFFICERS ASSOCIATION PL-AT

06/21/2013 16 Stips: Extend Time - AE Brief
 Extend Until: 08/09/2013
 Filed By Attorney: 29213 - MURPHY MICHAEL F
 For Party: 7 STATE TREASURER DF-AE
 P/S Date: 06/21/2013
 Comments: to apply to all AEs

07/08/2013 17 Motion: Consolidate

Proof of Service Date: 07/08/2013
Filed By Attorney: 29213 - MURPHY MICHAEL F
For Party: 7 STATE TREASURER DF-AE
Fee Code: FP
Answer Due: 07/15/2013
Comments: with case #312439

07/09/2013 18 Defective Filing Letter
Event: 17
Defect:
Signature - Cured

07/09/2013 19 Telephone Contact
For Party: 7 STATE TREASURER DF-AE
Attorney: 29213 - MURPHY MICHAEL F
Comments: Reqst signature page for motion to consolidate

07/09/2013 20 Other
Date: 07/09/2013
For Party: 7 STATE TREASURER DF-AE
Attorney: 29213 - MURPHY MICHAEL F
Comments: Appe's signature pg for motion to consolidate

07/09/2013 21 Defect Cured
Event: 17
P/S Date: 07/09/2013
Defect:
Signature - Cured

07/12/2013 22 Answer - Motion
Proof of Service Date: 07/12/2013
Event No: 17 Consolidate
For Party: 1 DETROIT POLICE OFFICERS ASSOCIATION PL-AT
Filed By Attorney: 58741 - IORIO FILLIPE S

07/16/2013 23 Submitted on Administrative Motion Docket
Event: 17 Consolidate
District: D
Item #: 15

07/17/2013 24 Order: Consolidate - Grant
View document in PDF format
Event: 17 Consolidate
Panel: ELG
Comments: Consl: 312439,315299

07/25/2013 27 Bankruptcy - Notice
Date: 07/25/2013
For Party: 2 DETROIT CITY OF DF-AE
Attorney: 73105 - MCFARLANE JASON

07/31/2013 28 Correspondence Received
Date: 07/31/2013
For Party: 4 DETROIT MAYOR OF DF-AE
Attorney: 31861 - WILLEMS JOHN H
Comments: Bankruptcy status - appes' brfs in #315299 due 8/9/13

08/01/2013 29 Submitted on Administrative Motion Docket
District: D

08/02/2013 30 Order: Case Closed - Bankruptcy Stay - Subject to Reopen
View document in PDF format

Event: 29 Submitted on Administrative Motion Docket

Panel: ELG

Attorney: 73105 - MCFARLANE JASON

10/23/2013 32 File Closed-Out

File Location: F

12/10/2014 33 Stips: Dismiss Appeal

Filed By Attorney: 58741 - IORIO FILLIPE S

12/16/2014 34 Submitted on Administrative Motion Docket

District: D

12/17/2014 35 Order: Reopen - Administrative

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Event: 34 Submitted on Administrative Motion Docket

Panel: ELG

Comments: The parties having filed a stip to dismiss-Clrk directed to enter an order of dismissal-MCR 7.218(B)

12/17/2014 36 Order: Dismissal - Stip - Appeal

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Attorney: 58741 - IORIO FILLIPE S

01/09/2015 38 File Closed-Out

File Location: F

Case Listing Complete

EXHIBIT 9: DOCKET SHEET OF CASE NUMBER 13-004974

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[CASE No. 13-004974-CL](#)

RELATED CASE INFORMATION

Related Cases

12-010859-CL (Prior Action)

PARTY INFORMATION

Defendant	Detroit Police Officers Association	Lead Attorneys Donato S. Iorio <i>Retained</i> (419) 537-1954(W)
Plaintiff	City of Detroit, a municipal corporation	Malcolm D. Brown <i>Retained</i> (248) 858-0485(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

04/15/2013	Service Review Scheduled
04/15/2013	Status Conference Scheduled
04/15/2013	Case Filing Fee - Paid
04/15/2013	Complaint, Filed
05/06/2013	Return of Service, Filed
05/08/2013	Letter, Filed
05/24/2013	Letter, Filed
06/10/2013	Letter, Filed
06/24/2013	Letter, Filed
06/24/2013	Notice of Appearance, Filed
06/24/2013	Proof of Service, Filed
07/02/2013	Letter, Filed
07/09/2013	Proof of Service, Filed
07/11/2013	Answer to Complaint, Filed
07/11/2013	Proof of Service, Filed
08/21/2013	Closed/Final - Admin Clsng Due to Bankrpty, Signed and Filed (Judicial Officer: Macdonald, Kathleen)
10/04/2013	CANCELED Status Conference (8:45 AM) (Judicial Officer Macdonald, Kathleen) <i>Case Disposed/Order Previously Entered</i> 07/15/2013 <i>Reset by Court to 07/19/2013</i> 07/19/2013 <i>Reset by Court to 07/23/2013</i> 07/23/2013 <i>Reset by Court to 08/16/2013</i> 08/16/2013 <i>Reset by Court to 10/04/2013</i>