

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the
Arbitration Between:

TOWNSHIP OF CANTON

-AND-

POLICE OFFICERS' ASSOCIATION
OF MICHIGAN

MERC Case No. D91-J1824

STIPULATED AWARD

A pre-hearing conference in the above-captioned matter was held before the undersigned Arbitrator, Robert A. McCormick, on April 1, 1993 in Detroit, Michigan. On April 5, 1993 a summary of the matters discussed was distributed to the Parties. Thereafter, the Parties successfully resolved the outstanding issues and presented to the Panel a description of the resolved issues. Based upon this information and documentation provided by the Parties in this matter, the undersigned Panel issues the attached document as a Stipulated Award.

APPEARANCES:

Andrew T. Baran, Esq.

Attorney, Township of
Canton

Mr. William Birdseye

Advocate, Police Officers
Association of Michigan


Robert A. McCormick
Chairperson

Gerald Radovic, Union Delegate

Dan Durack, Township Delegate

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BUREAU OF EMPLOYMENT RELATIONS
DETROIT OFFICE

Agreement Between Canton Township and Canton POAM (04/08/93)

1. Art. 7, Sect. 7.11

Any employee called before a supervisor or an official of the Township where discipline may result has a right to have a Union representative present, except when an employee is called before a supervisor for the sole purpose of discussing his performance evaluation. Contents of this discussion may not be used in any disciplinary matter. The Employer will give the employee reasonable time to make arrangements to have the Union representative made available. The Union representative will only be paid if he is called and represents an employee during the Union representative's regular duty time.

2. Art. 8, Sect. 5:

8.5: Officers of the Union or their representatives shall be allowed to attend, with no pay, the POAM State Union Convention for not more than two (2) days, provided sufficient notice of at least thirty (30) calendar days is given to the Public Safety Director or his designated representative so that replacements may be scheduled. Delegates to this convention may use personal days, and/or excused sick days to attend this convention, it being understood that not more than four (4) delegates will utilize this leave provision. It being further understood that delegates may "trade" days to attend such activities provided the Public Safety Director or his designated representative is notified forty-eight (48) hours in advance that the delegate is trading off with an equally qualified employee. This provision shall not effect the employee's bonus vacation days per Section 39.11 of this collective bargaining agreement.

3. Art. 12, Sect 12.3 (a):

- (a) When the possibility of disciplinary action is believed to exist, the employee shall be entitled to have his steward present at all stages of the disciplinary process, except that a steward shall not be called when the employee is signing for receipt of a recommendation for discipline.

4. Art. 12, Sect. 12.6:

12.6: All grievances involving disciplinary layoff, suspension, or discharge shall be filed in writing with the Township representative (Step III) or his designated representative within five (5) working days, exclusive of premium pay working days, after the layoff, suspension, or discharge is given in writing. If the employees fails to file a grievance within this time limit, the penalty shall stand as final and binding.

11. Art. 21, Sect. 21.4 B:

B. Employees desiring to change shift assignments must file an application in writing with the Public Safety Director at least sixty (60) days prior to the expiration of each six (6) month period. Assignment to a shift will be on the basis of bargaining unit seniority, provided the Employer retains the right to maintain a suitable distribution of experienced and trained employees on each shift.

12. Art. 22, Call Back

22.1 If an employee is called to work early on a scheduled work day, or is called to work on a non-scheduled work day, or is called back to work after working a scheduled work day, then he shall be given a minimum credit of two (2) hours at time and one-half (1 1/2). If an employee is called to work on a scheduled work day less than two (2) hours prior to his normal starting time, he will still receive the two (2) hour minimum.

22.2 The Employer reserves the right to keep the employee the two (2) hour minimum to do available bargaining unit work.

22.3 This provision does not deal in any way with scheduled overtime, if the overtime is scheduled immediately prior to or immediately after the employee's normal work hours.

13. Art. 23, Court Time

23.1 When an employee is required to attend 35th District Court, while not on duty, the employee shall receive a minimum of two (2) hours overtime at time and one-half (1 1/2).

23.2 When an employee is required by the Employer to attend any other Court or hearing agency, while not on duty, the employee shall receive a minimum of four (4) hours overtime at time and one-half (1 1/2).

23.3 If an employee is required to appear at a court or hearing agency as set forth in this Article and his appearance carries over to his duty hours, the employee will be paid the minimum amount provided in Section 23.1 or 23.2, but will not be paid for his duty day until he returns to his duty station and begins his normal duty.

23.4 The above clauses pertain only to appearances required in connection with the employee's employment and while appearing at the direction of the Employer.

29.3: Employees shall receive replacement of all issued uniform items from the department upon the uniform item becoming worn, damaged and/or unserviceable including weight gain and weight loss. Such uniform items shall be presented to the Public Safety Director for determination on the condition of the uniform item.

29.4: The Public Safety Director shall make all final determinations on any changes in the uniform. Such changes shall not be made without first receiving recommendations and input from members of the department's uniform committee.

29.5: The Employer shall provide for cleaning every six months of the following uniform items at no cost to the employee:

- (1) one jacket
- (2) two ties
- (3) one hat

29.6 Employees with a non-uniform assignment will be paid a five hundred dollar (\$500.00) clothing allowance each year, half of which will be paid semi-annually, the first payday in December and June.

17. Art. 30, Sect. 30.2:

30.2: Police Service Personnel must turn in all uniform items furnished, including all badges, upon termination or separation prior to issuance of final paycheck.

18. Art. 31, Sect. 31.1 Weapon Proficiency Allowance

31.1: The Canton Township Police Department weapon proficiency test shall be scored on a pass/fail basis. Employees who pass the weapon proficiency test each year shall receive a \$300 annual weapon proficiency allowance. This allowance shall be paid in the last pay of November. An employee must be on the payroll of the employee on the day that the Weapon Proficiency Allowance is paid in order to receive said payment. The Weapon Proficiency Allowance will not be prorated.

19. Art. 32, Sect. 32.1 Pension Program

32.1: The Charter Township of Canton Retirement Plan, as amended, shall be continued for the duration of this Agreement. The current Principal Financial Group contract shall be continued for the duration of that particular contract. The employee will contribute 5% of base pay and the Township 10% of base pay. Effective 7/1/93, the employee will contribute 5% of base pay and the Township 15% of base pay. Further, it is understood that there is no credit for past service prior to July 1, 1976. The determining factor for eligibility for retirement benefits is the number of years of full-time service as a Township employee, as stated in the Township's Retirement

23. Art. 35, Sect. 35.3A - Retiree's Health Insurance

The Employer shall provide future retirees, retiring on or after July 1, 1993, and their spouse and dependent children, for the life of the retiree, with Blue Cross Blue Shield Trust 15, Plus 15, MVF-1, Master Medical Option 5, ML Rider, and \$5.00 MAC, APDBP drug prescription rider, or equivalent or better coverage. Should the retiree move out of the Trust 15, Plus 15 (PPO) coverage area, the above outlined insurance will convert to traditional Blue Cross Blue Shield Plan with MVF-1, Master Medical Option 5, ML Rider, and \$5.00 MPC, APDBP drug prescription rider. The Employer will pay 100% of the group rate for this coverage for employees who retire from the Employer with twenty-five or more years of service and who have attained age 55. The Employer will pay 50% of the group rate for this coverage for employees who retire from the Employer with less than twenty-five years of service and who have attained age 55. Upon reaching age 65, the Employer will assume full cost of the Complimentary Medicare coverage, which will require the Employer to supplement the medicare payment so that the employee is entitled to the above listed coverage.

24. Art. 35, Sect. 35.5 Dental Insurance

35.5 Dental Insurance. The Employer agrees to provide a 60-40 dental plan with \$800 per year limit per person, and effective 7-1-93 with 50-50 orthodontic coverage with a \$1,000 lifetime maximum. The Employer reserves the right to select the insurance carrier including self-insurance. The Employer shall pay for only one insurance coverage per family. In the event an employee has a spouse working for the Township, one employee must take the cash option.

25. Art. 35, Sect. 35.8 Optical Program

35.8: Optical Program. The Employer agrees to an optical program whereby employees may visit the optometrist or ophthalmologist of their choice for examination and corrective lenses. The Employer shall reimburse employees up to \$40 for an examination, up to \$60 for corrective lenses, or up to \$100 for an examination and accompanying corrective lenses. This shall be limited to one visit per eligible person every two (2) years. Employees shall be required to pay for the examination and lenses and shall be reimbursed by the Employer upon presentation of an itemized paid bill for the services rendered.

30. Art. 39, Sect. 39.9:

39.9 Employees may take their vacation as earned. Employees shall be allowed to accumulate ninety-six (96) hours of vacation and carry them over to the next year. Carrying over more than ninety-six (96) hours of vacation will be at the discretion of the Public Safety Director. Employees shall only be allowed to cash out vacation days with the permission of the Public Safety Director.

31. Art. 39, Sect. 39.11

39.11: Bonus Vacation Days. In addition, employees with at least one (1) year seniority will be granted up to two (2) bonus vacation days in any calendar year following a calendar year in which the employee has not used any sick time. One-half (1/2) bonus vacation day will be deducted for each day of sick time taken in a calendar year. If an employee uses four (4) days of sick time in one (1) calendar year, he loses both bonus vacation days for the following calendar year. Bonus vacation days can be carried over for one (1) calendar year.

32. Art. 40, Sect. 40.8 - Add new section to read:

40.8: An employee off on sick time for more than one calendar week shall automatically be reassigned to a Monday through Friday eight-hour shift.

33. Disability Retirement Policy - New Article

A. ELIGIBILITY

1. Upon application by an employee, or by the Township, an employee who is fully vested in the Township's pension plan and who is totally and permanently incapacitated from employment with the Township by reason of a personal injury or disease may be given a disability retirement by the Township.
2. An employee who is totally and permanently incapacitated from employment with the Township by reason of a duty-related personal injury or disease, for which the employee is receiving worker's compensation benefits, shall be considered to be fully vested in the Township's pension plan for purposes of disability retirement.

4. Long Term Disability

The employee shall receive long term disability benefits in accordance with the terms and conditions of the policy in effect on the date of determination of disability by the Township.

5. Health Insurance

The employee shall receive hospitalization and surgical insurance covering the employee, employee's spouse, and dependents for the life of the employee. This insurance shall be the same as is provided normal retirees of the Township.

6. Life Insurance

A disability retiree receiving short term disability benefits or long term disability benefits with a waiver of premium shall be eligible for \$35,000 life insurance coverage. If the disability retiree is no longer receiving disability benefits, he will be eligible for \$1,000 life insurance coverage.

7. Medicare

Upon reaching age 65, the employee shall receive Medicare Complementary Coverage in the same manner as is provided the normal retirees of the Township.

C. CONTINUED ELIGIBILITY

1. At least once each year the Township in conjunction with its insurance carrier may, in its sole and exclusive discretion, require a disability retiree to submit to a medical examination by a physician of the Township's choosing to determine the employee's continued eligibility for disability retirement benefits.
2. Should the disability retiree refuse to submit to this medical examination, said retiree shall immediately cease to receive any and all benefits for which he/she may be eligible in accordance with Section B of this policy until withdrawal of said refusal.
3. Should the disability retiree be determined to be physically able to return to employment with the Township he/she shall be returned to active duty and the disability retirement shall terminate.

(6) Reimbursement for tuition shall be according to the following schedule:

100% reimbursement for courses completed with "C" or higher or numerical equivalent (70 or above)

0% reimbursement for courses with a grade less than "C" (below 70)

0% reimbursement for courses not completed (e.g. drop, incomplete, audit, withdrawal)

(7) Employees must submit an official school transcript showing final grade received. The employee shall be considered as having concluded a class when the term ends for which the school quotes the tuition fee.

(8) Because funds for the Tuition Reimbursement Program are limited, priority shall be governed by the date and time that completed applications are received in the Personnel Division. Approval and reimbursement is contingent upon the availability of funds as budgeted by the Township, the employee's successful completion of the course, and adherence to the procedures and policies of the Program.

(9) Expenses such as registration, books, lab fees, parking, mileage, etc., shall not be part of the Tuition Reimbursement Program.

(10) The applicant shall attend classes on his own time and without compensation from the Township.

(11) An employee must have prior approval for a course to receive reimbursement.

(12) The employee shall be required to refund all money received under the program in the event the employee separates from the Township service within a three year period subsequent to completion of the course. Payment shall be in one lump sum to be deducted from the employee's final paycheck or reimbursed forthwith by the employee upon termination of employment with the Township.

(13) An employee must apply for reimbursement within thirty (30) calendar days of receipt of the final grade in the course.

(14) It is the Township's belief that the reimbursement benefit under this policy will be considered income by the Internal Revenue Service. Therefore, this benefit will be subject to the appropriate payroll taxes.

33. Appendix A - Wages

Police Officer

	<u>Start</u>	<u>After 1 yr.</u>	<u>After 2 yrs.</u>	<u>After 3 yrs.</u>	<u>After 4 yrs.</u>
7/1/91 (6.0%)	\$24,192	\$30,569	\$33,149	\$34,836	\$36,695
7/1/92 (5.0%)	25,402	32,097	34,806	36,578	38,530
7/1/93 (6.0%)	26,926	34,023	36,895	38,733	40,842

Corporal

7/1/91	\$38,529
7/1/92	40,455
7/1/93	42,882

Police Cadet

	<u>Cadet III</u>	<u>Cadet II</u>	<u>Cadet I</u>	<u>Cadet I after 1 yr.</u>
7/1/91	\$17,286	\$17,663	\$20,293	\$21,608
7/1/92	18,064	18,458	21,207	22,580
7/1/93	18,787	19,196	22,055	23,484

Police Service Personnel
Animal Control Officer

	<u>Start</u>	<u>After 1 yr.</u>	<u>After 2 yrs.</u>	<u>After 3 yrs.</u>	<u>After 4 yrs.</u>
7/1/91 (6%)	\$21,153	\$22,178	\$23,204	\$24,358	\$24,602
7/1/92 (5%)	22,211	23,287	24,366	25,576	25,832
7/1/93 (6%)	23,544	24,685	25,827	27,111	27,382

36. Retroactivity

Retroactivity for July 1, 1991 to June 30, 1994 shall apply only to the base wages and overtime hours but not to any other hours, premiums or other fringe benefits.

Retroactivity applies only to those employees who are employed by the Employer on the date this collective bargaining agreement is ratified by both parties.